

March 27, 2002

To Prospective Bidder:

Reference: Request for Proposal 263-02-P(CW)-0010

This cover letter is summary of the salient elements of the procurement, but not an integral part of the enclosed Request for Proposal(RFP). In the event of a conflict between the RFP Cover Letter and the enclosed RFP, data and information in the RFP shall prevail. This RFP is a small business set-aside project.

You are invited to submit to the National Institutes of Health, DHHS, and a proposal for the maintenance, repair and installation of **EPOXY RESINOUS DECORATIVE FLOORING and WALL SYSTEMS; SPECIALITY SUSPENDED CEILING SYSTEMS; and STAINLESS STEEL / ALUMINUM WALL PROTECTION SYSTEM.** All interested businesses are encouraged to participate.

It is anticipated that only one Firm-fixed, Time & Materials contract will be awarded for a one-year period, with four one period renewable options. The Government reserves the right to award to more than one contractor. The anticipated award date is May 6, 2002. This is a small business set-aside solicitation.

All proposal are due no later than April 30, 2002 at 4:00 p.m. Eastern Standard time. The place designated for receipt of proposals at that date and time is Building 13, Room 1S09, 9000 Rockville Pike, Bethesda, Maryland 20892. Prior to that date and time, proposals either mailed or hand-carried will be received during normal weekdays business hours only (Monday - Friday, 8:00a.m. through 4:00 p.m., Eastern Standard time at the address above.

You are cautioned to carefully review Section L of this RFP concerning late bids, modifications of bids, or withdrawals of bids. Please prepare your proposal strictly in accordance with the instructions set forth in Part IV - Section L of the RFP. Proposals will be evaluated in accordance with Section M. Your proposal must have an acceptance period of not less than 120 days. Failure to comply with instructions could result in your proposal being considered non-responsive.

A pre-proposal/site visit conference will be held on April 11, 2002 at Building 13, Room 1W77, 9000 Rockville Pike, Bethesda, Maryland at 10:00 a.m. See Section L of the solicitation for details. Contact Lisa Schneider to register for the conference at e-mail address: LS113o@nih.gov or call at 301-435-8447.

The proposal must be signed by an official authorized to bind the offeror, and it shall contained a statement to the effect that the proposal is firm for a period of at least 120 days from the date of receipt thereof by the Government. This solicitation does not commit the Government to pay any costs incurred in the submission of proposal or make necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services. It is also brought to your attention that the contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed procurement.

By signing the award document, the offeror is reaffirming its awareness of an agreement with the various contract clauses, including the withholding of payments clause.

Prices quoted should include all necessary material and labor for the installation, repair and maintenance of Various Architectural Specialties contract. A letter should also accompanying your proposal certifying the prices quoted are not in excess of those charged any Government agency, company organization or individual purchasing or handling like quantities under similar conditions.

Award may be made without further discussions of the proposal(s) received; therefore, your proposal should be submitted initially on the most favorable terms, which your firm can submit to the Government.

The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official file on this matter without obligation to the Government.

The proposal submitted in response to this request may contain data (trade secrets, business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror,

including its perspective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be restricted; provided, that the Government determines that the data are not required to be disclosed under the Freedom of Information Act, 5 U.S. 522 as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act.

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended (the Act) as determined by the Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI Officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

Offerors are cautioned that proposals submitted with restrictive legend may not be considered for award. The government reserves the right to reject any proposal submitted with a nonconforming legend.

Please complete the enclosed forms and return the original and five copies. If the Government accepts your offer, a signed copy of the contract will be returned for your file.

All questions concerning this solicitation must be submitted in writing to Lisa Schneider prior to the closing date. Questions may be faxed to (301)-480-7250, or e-mail to: LS113o@nih.gov.

Sincerely,

Lisa Schneider
Contract Specialist, OLAO

Enclosure

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE	OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 263-02-P(CW)-0010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED March 27, 2002	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY National Institutes Of Health, OLAO Building 13/Room 1S09 9000 Rockville Pike Bethesda, Maryland		CODE		8. ADDRESS OFFER TO (if other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 13/Rm. 1S09 until 4:00 pm local time April 30, 2002
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals. See Section L, Provision No. 52.214-7 or 52.216-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME Lisa Schneider	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 301 435-8447		C. E-MAIL ADDRESS ls113o@nih.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 301	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION; <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) -->	ITEM See section G
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
		See Section G.8.	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES/SCHEDULE OF PRICES**

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- A. The purpose of this contract is to acquire services for the Installation, Repair & Maintenance of Various Architectural Specialties at the National Institutes of Health within the confines of the NIH Complex, Bethesda, Maryland; Poolesville, Maryland campus; and the NIEHS campus at Research Triangle Park, North Carolina. Activities supported by this contract are critical to the operation of the NIH Veterinary Resources Program and compliance with standards established by the American Association for Accreditation of Laboratory Animal Care (AAALAC).

B.2 PRICES/COSTS

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

The Contractor, acting as an independent contractor and not as an agent of the government, shall furnish all materials, personnel, facilities, support and management necessary to provide the supplies and services as set forth below in accordance with the Statement of Work , subsequent delivery orders and the contractor's proposal dated _____, incorporated herein by reference.

Prices set forth in the contract can be used on Time & Material (T&M) or Firm Fixed Price (FFP) delivery orders.

The prices set forth in this schedule will be fully burdened prices inclusive of profit. The prices will be applied to individual delivery orders types as follows:

- (1) For FFP delivery orders, the quantity of each item or labor category ordered will be multiplied against the price listed in this schedule, and the cumulative extended total of all items ordered will define the FFP for those items.
- (2) For T&M delivery orders, the quantity of hours ordered of each labor category will be specified as deliverable hours billable at the rates specified in this schedule and the quantity of each item ordered will be multiplied against the price listed in this schedule and the cumulative extended total of all items ordered will define the ceiling for the T&M delivery order.
- (3) For a delivery order that is a combination of FFP and T&M the above procedures will be combined.

Contractor shall propose all items required to meet the Statement of Work during each year of performance according to the attached Schedules. This is an Indefinite Delivery Requirements. This contract is for a one-year base period and four (4) option periods. All work shall be performed under the terms and conditions of this contract as either Firm Fixed Price or Time and Material. In some cases a Time And Materials approach may be needed to address certain requirements.

Time And Materials Work. Work of this nature will be addressed on a case by case basis per delivery order.

The guaranteed minimum quantity of work which will be ordered under the T&M portion of this contract shall be (\$100.00) per contract year, subject to the exercise of the option for renewal. The maximum amount of T&M work the Government may order is the T&M ceiling dollar value for the contract base period and option periods as listed below:

(End of clause)

B.3 ORDERING PROCEDURES

- A. The Contracting Officer shall issue all work under this contract.
- B. Emergency requests may be issued by oral communication with established not-to exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the T&M procedures outlined in Section B.2.

(End of Clause)

B.4 SCHEDULE OF PRICES

See Attached Schedules for the following four Divisions:

DIVISION I	Installation of Epoxy System Flooring
DIVISION II	Installation of High-Performance Resinous System Wall-Covering
DIVISION III	Installation of Speciality (FRP) Suspended Ceiling Systems
DIVISION IV	Installation of Stainless Steel & Aluminum Wall Protection Systems

PART I -- THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE / COSTS****PERIOD OF PERFORMANCE: INITIAL CONTRACT YEAR (May 2002--May 2003)**

Independently and not as an agent of the Government, the Contractor shall furnish all necessary materials and equipment required to perform the services specified herein. Services shall be in accordance with the attached work statement to provide installation, repair, preparation, and maintenance of: Epoxy Floor and Wall Systems, PVC/Fiberglass Suspended Ceilings, and Specialty Metal Wall Protection Systems.

ITEM#	DESCRIPTION OF WORK	UNIT	INITIAL YEAR UNIT COST (\$)
(EFS) EPOXY FLOORING SYSTEM (DIVISION I)			
EFS-1	Core Sampling (2" diameter)	EA	
EFS-2	Shot Blasting (Rooms & Corridors for surface removal of 15 mil or less)	SF	
EFS-3	Mechanical Abrasion (Sanding/Grinding)	SF	
EFS-4	Jack Hammer, Scrabbling, or Chipping of Substrate @ 1/4" TO 1/2" depth (including removal & disposal of debris)	SF	
EFS-5	Saw Cutting and Keying Substrate	LF	
EFS-6	Crack Repair {Less than 1/16" wide} (Preparation and filling with semi-rigid material)	LF	
EFS-7	Crack Repair {Over 1/16" wide} (Saw cut and bandage with flexible urethane)	LF	
EFS-8	Installation of underlayment to substrate with Epoxy Grouting Material @ (1/4" depth)	SF	
EFS-9	Installation of underlayment to substrate with Acrylic Grouting Material @ (1/4" depth)	SF	
EFS-10	Installation of Vitex Moisture Proofing @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-11	Installation of Vitex Moisture Proofing @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-12	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-13	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-14	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-15	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	

EFS-16	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-17	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-18	Installation of (20-25 mil) Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-19	Installation of Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (20-25 mil THICKNESS) @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-20	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (100 LF AREA OR MORE PER MOBILIZATION)	SF	
EFS-21	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (LESS THAN 100 LF PER MOBILIZATION)	LF	
EFS-22	Installation of 5" cove base (20-25 mil) Grout and Sealed (painted epoxy)	LF	
EFS-23	Application of alipatic urethane seal coat	LF	
EFS-24	Addition of anti-microbial additive to all system components	SF	
(EWS) EPOXY WALL SYSTEMS (DIVISION II)			
EWS-1	Installation of REINFORCED Fiberglass Epoxy Wall System with Pigmented Resin (excluding surface preparation)	SF	
EWS-2	Installation of NON-REINFORCED Fiberglass Epoxy Wall System WITH Pigmented Resin (excluding surface preparation)	SF	
EWS-3	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EWS-4	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
(FCS) FIBERGLASS / PVC CEILING SYSTEMS (DIVISION III)			
FCS-1	Install 2'x4' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-2	Install 2'x2' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-3	PVC "access clips" to provide selected access from below	EA	
FCS-4	PVC "hold down" clips to secure ceiling from above	EA	
FCS-5	Install 2'x4' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-6	Install 2'x2' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-7	2'x2' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-8	2'x2' Fiberglass Ceiling Panels (gloss finish)	SF	
FCS-9	2'X4' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-10	2'X4' Fiberglass Ceiling Panels (gloss finish)	SF	
(WPS) WALL PROTECTION SYTEMS (DIVISION IV)			
WPS-1	Custom fabrication and installation of aluminum wall protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	

WPS-2	Custom fabrication and installation of stainless steel protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	
(ASC) ANCILLARY AND SUPPLEMENTAL CONSTRUCTION ACTIVITIES			
ASC-1	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring & wall systems, speciality ceilings, and wall protection railing (including overhead and profit)	MH	
ASC-2	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection (including overhead and profit) WEEKEND HOURS	MH	
ASC-3	Applicable flooring MATERIAL handling fee to integrate to the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection not described in above systems (material invoice copies required) - Handling fee includes overhead & profit - Billed at Invoice + fee	MH	
ASC-4	Additional labor rates for work related to the contract performed on weekend work hours (Time sheet copies to be included for verification) - # of hours x differential.	**	
ASC-5	Per diem charge (lodging and meals) for work performed at NIEHS at Research Triangle Park, NC (computed at: per-man / per-day)	**	

PART I -- THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE / COSTS****PERIOD OF PERFORMANCE: 1ST OPTION YEAR (May 2003-- May 2004)**

Independently and not as an agent of the Government, the Contractor shall furnish all necessary materials and equipment required to perform the services specified herein. Services shall be in accordance with the attached work statement to provide installation, repair, preparation, and maintenance of: Epoxy Floor and Wall Systems, PVC/Fiberglass Suspended Ceilings, and Specialty Metal Wall Protection Systems.

ITEM#	DESCRIPTION OF WORK	UNIT	1ST OPTION YEAR UNIT COST (\$)
(EFS) EPOXY FLOORING SYSTEM (DIVISION I)			
EFS-1	Core Sampling (2" diameter)	EA	
EFS-2	Shot Blasting (Rooms & Corridors for surface removal of 15 mil or less)	SF	
EFS-3	Mechanical Abrasion (Sanding/Grinding)	SF	
EFS-4	Jack Hammer, Scrabbling, or Chipping of Substrate @ 1/4" TO 1/2" depth (including removal & disposal of debris)	SF	
EFS-5	Saw Cutting and Keying Substrate	LF	
EFS-6	Crack Repair {Less than 1/16" wide} (Preparation and filling with semi-rigid material)	LF	
EFS-7	Crack Repair {Over 1/16" wide} (Saw cut and bandage with flexible urethane)	LF	
EFS-8	Installation of underlayment to substrate with Epoxy Grouting Material @ (1/4" depth)	SF	
EFS-9	Installation of underlayment to substrate with Acrylic Grouting Material @ (1/4" depth)	SF	
EFS-10	Installation of Vitex Moisture Proofing @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-11	Installation of Vitex Moisture Proofing @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-12	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-13	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-14	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-15	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	

EFS-16	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-17	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-18	Installation of (20-25 mil) Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-19	Installation of Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (20-25 mil THICKNESS) @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-20	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (100 LF AREA OR MORE PER MOBILIZATION)	SF	
EFS-21	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (LESS THAN 100 LF PER MOBILIZATION)	LF	
EFS-22	Installation of 5" cove base (20-25 mil) Grout and Sealed (painted epoxy)	LF	
EFS-23	Application of alipatic urethane seal coat	LF	
EFS-24	Addition of anti-microbial additive to all system components	SF	
(EWS) EPOXY WALL SYSTEMS (DIVISION II)			
EWS-1	Installation of REINFORCED Fiberglass Epoxy Wall System with Pigmented Resin (excluding surface preparation)	SF	
EWS-2	Installation of NON-REINFORCED Fiberglass Epoxy Wall System WITH Pigmented Resin (excluding surface preparation)	SF	
EWS-3	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EWS-4	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
(FCS) FIBERGLASS / PVC CEILING SYSTEMS (DIVISION III)			
FCS-1	Install 2'x4' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-2	Install 2'x2' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-3	PVC "access clips" to provide selected access from below	EA	
FCS-4	PVC "hold down" clips to secure ceiling from above	EA	
FCS-5	Install 2'x4' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-6	Install 2'x2' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-7	2'x2' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-8	2'x2' Fiberglass Ceiling Panels (gloss finish)	SF	
FCS-9	2'X4' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-10	2'X4' Fiberglass Ceiling Panels (gloss finish)	SF	
(WPS) WALL PROTECTION SYTEMS (DIVISION IV)			
WPS-1	Custom fabrication and installation of aluminum wall protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	

WPS-2	Custom fabrication and installation of stainless steel protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	
(ASC) ANCILLARY AND SUPPLEMENTAL CONSTRUCTION ACTIVITIES			
ASC-1	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring & wall systems, speciality ceilings, and wall protection railing (including overhead and profit)	MH	
ASC-2	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection (including overhead and profit) WEEKEND HOURS	MH	
ASC-3	Applicable flooring MATERIAL handling fee to integrate to the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection not described in above systems (material invoice copies required) - Handling fee includes overhead & profit - Billed at Invoice + fee	MH	
ASC-4	Additional labor rates for work related to the contract performed on weekend work hours (Time sheet copies to be included for verification) - # of hours x differential.	**	
ASC-5	Per diem charge (lodging and meals) for work performed at NIEHS at Research Triangle Park, NC (computed at: per-man / per-day)	**	

PART I -- THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE / COSTS****PERIOD OF PERFORMANCE: 2ND OPTION YEAR (May 2004--May 2005)**

independently and not as an agent of the Government, the Contractor shall furnish all necessary materials and equipment required to perform the services specified herein. Services shall be in accordance with the attached work statement to provide installation, repair, preparation, and maintenance of: Epoxy Floor and Wall Systems, PVC/Fiberglass Suspended Ceilings, and Specialty Metal Wall Protection Systems.

ITEM#	DESCRIPTION OF WORK	UNIT	2ND OPTION YEAR UNIT COST (\$)
(EFS) EPOXY FLOORING SYSTEM (DIVISION I)			
EFS-1	Core Sampling (2" diameter)	EA	
EFS-2	Shot Blasting (Rooms & Corridors for surface removal of 15 mil or less)	SF	
EFS-3	Mechanical Abrasion (Sanding/Grinding)	SF	
EFS-4	Jack Hammer, Scrabbling, or Chipping of Substrate @ 1/4" TO 1/2" depth (including removal & disposal of debris)	SF	
EFS-5	Saw Cutting and Keying Substrate	LF	
EFS-6	Crack Repair {Less than 1/16" wide} (Preparation and filling with semi-rigid material)	LF	
EFS-7	Crack Repair {Over 1/16" wide} (Saw cut and bandage with flexible urethane)	LF	
EFS-8	Installation of underlayment to substrate with Epoxy Grouting Material @ (1/4" depth)	SF	
EFS-9	Installation of underlayment to substrate with Acrylic Grouting Material @ (1/4" depth)	SF	
EFS-10	Installation of Vitex Moisture Proofing @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-11	Installation of Vitex Moisture Proofing @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-12	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-13	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-14	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-15	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	

EFS-16	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-17	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-18	Installation of (20-25 mil) Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-19	Installation of Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (20-25 mil THICKNESS) @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-20	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (100 LF AREA OR MORE PER MOBILIZATION)	SF	
EFS-21	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (LESS THAN 100 LF PER MOBILIZATION)	LF	
EFS-22	Installation of 5" cove base (20-25 mil) Grout and Sealed (painted epoxy)	LF	
EFS-23	Application of alipatic urethane seal coat	LF	
EFS-24	Addition of anti-microbial additive to all system components	SF	
(EWS) EPOXY WALL SYSTEMS (DIVISION II)			
EWS-1	Installation of REINFORCED Fiberglass Epoxy Wall System with Pigmented Resin (excluding surface preparation)	SF	
EWS-2	Installation of NON-REINFORCED Fiberglass Epoxy Wall System WITH Pigmented Resin (excluding surface preparation)	SF	
EWS-3	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EWS-4	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
(FCS) FIBERGLASS / PVC CEILING SYSTEMS (DIVISION III)			
FCS-1	Install 2'x4' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-2	Install 2'x2' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-3	PVC "access clips" to provide selected access from below	EA	
FCS-4	PVC "hold down" clips to secure ceiling from above	EA	
FCS-5	Install 2'x4' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-6	Install 2'x2' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-7	2'x2' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-8	2'x2' Fiberglass Ceiling Panels (gloss finish)	SF	
FCS-9	2'X4' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-10	2'X4' Fiberglass Ceiling Panels (gloss finish)	SF	
(WPS) WALL PROTECTION SYTEMS (DIVISION IV)			
WPS-1	Custom fabrication and installation of aluminum wall protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	

WPS-2	Custom fabrication and installation of stainless steel protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	
(ASC) ANCILLARY AND SUPPLEMENTAL CONSTRUCTION ACTIVITIES			
ASC-1	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring & wall systems, speciality ceilings, and wall protection railing (including overhead and profit)	MH	
ASC-2	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection (including overhead and profit) WEEKEND HOURS	MH	
ASC-3	Applicable flooring MATERIAL handling fee to integrate to the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection not described in above systems (material invoice copies required) - Handling fee includes overhead & profit - Billed at Invoice + fee	MH	
ASC-4	Additional labor rates for work related to the contract performed on weekend work hours (Time sheet copies to be included for verification) - # of hours x differential.	**	
ASC-5	Per diem charge (lodging and meals) for work performed at NIEHS at Research Triangle Park, NC (computed at: per-man / per-day)	**	

PART I -- THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE / COSTS****PERIOD OF PERFORMANCE: 3RD OPTION YEAR (May 2005--May 2006)**

Independently and not as an agent of the Government, the Contractor shall furnish all necessary materials and equipment required to perform the services specified herein. Services shall be in accordance with the attached work statement to provide installation, repair, preparation, and maintenance of: Epoxy Floor and Wall Systems, PVC/Fiberglass Suspended Ceilings, and Specialty Metal Wall Protection Systems.

ITEM#	DESCRIPTION OF WORK	UNIT	3RD OPTION YEAR UNIT COST (\$)
(EFS) EPOXY FLOORING SYSTEM (DIVISION I)			
EFS-1	Core Sampling (2" diameter)	EA	
EFS-2	Shot Blasting (Rooms & Corridors for surface removal of 15 mil or less)	SF	
EFS-3	Mechanical Abrasion (Sanding/Grinding)	SF	
EFS-4	Jack Hammer, Scrabbling, or Chipping of Substrate @ 1/4" TO 1/2" depth (including removal & disposal of debris)	SF	
EFS-5	Saw Cutting and Keying Substrate	LF	
EFS-6	Crack Repair {Less than 1/16" wide} (Preparation and filling with semi-rigid material)	LF	
EFS-7	Crack Repair {Over 1/16" wide} (Saw cut and bandage with flexible urethane)	LF	
EFS-8	Installation of underlayment to substrate with Epoxy Grouting Material @ (1/4" depth)	SF	
EFS-9	Installation of underlayment to substrate with Acrylic Grouting Material @ (1/4" depth)	SF	
EFS-10	Installation of Vitex Moisture Proofing @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-11	Installation of Vitex Moisture Proofing @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-12	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-13	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-14	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-15	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	

EFS-16	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-17	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-18	Installation of (20-25 mil) Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-19	Installation of Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (20-25 mil THICKNESS) @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-20	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (100 LF AREA OR MORE PER MOBILIZATION)	SF	
EFS-21	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (LESS THAN 100 LF PER MOBILIZATION)	LF	
EFS-22	Installation of 5" cove base (20-25 mil) Grout and Sealed (painted epoxy)	LF	
EFS-23	Application of alipatic urethane seal coat	LF	
EFS-24	Addition of anti-microbial additive to all system components	SF	
(EWS) EPOXY WALL SYSTEMS (DIVISION II)			
EWS-1	Installation of REINFORCED Fiberglass Epoxy Wall System with Pigmented Resin (excluding surface preparation)	SF	
EWS-2	Installation of NON-REINFORCED Fiberglass Epoxy Wall System WITH Pigmented Resin (excluding surface preparation)	SF	
EWS-3	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EWS-4	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
(FCS) FIBERGLASS / PVC CEILING SYSTEMS (DIVISION III)			
FCS-1	Install 2'x4' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-2	Install 2'x2' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-3	PVC "access clips" to provide selected access from below	EA	
FCS-4	PVC "hold down" clips to secure ceiling from above	EA	
FCS-5	Install 2'x4' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-6	Install 2'x2' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-7	2'x2' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-8	2'x2' Fiberglass Ceiling Panels (gloss finish)	SF	
FCS-9	2'X4' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-10	2'X4' Fiberglass Ceiling Panels (gloss finish)	SF	
(WPS) WALL PROTECTION SYTEMS (DIVISION IV)			
WPS-1	Custom fabrication and installation of aluminum wall protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	

WPS-2	Custom fabrication and installation of stainless steel protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	
(ASC) ANCILLARY AND SUPPLEMENTAL CONSTRUCTION ACTIVITIES			
ASC-1	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring & wall systems, speciality ceilings, and wall protection railing (including overhead and profit)	MH	
ASC-2	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection (including overhead and profit) WEEKEND HOURS	MH	
ASC-3	Applicable flooring MATERIAL handling fee to integrate to the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection not described in above systems (material invoice copies required) - Handling fee includes overhead & profit - Billed at Invoice + fee	MH	
ASC-4	Additional labor rates for work related to the contract performed on weekend work hours (Time sheet copies to be included for verification) - # of hours x differential.	**	
ASC-5	Per diem charge (lodging and meals) for work performed at NIEHS at Research Triangle Park, NC (computed at: per-man / per-day)	**	

PART I -- THE SCHEDULE**SECTION B****SUPPLIES OR SERVICES AND PRICE / COSTS****PERIOD OF PERFORMANCE: 4TH OPTION YEAR (May 2006--May 2007)**

Independently and not as an agent of the Government, the Contractor shall furnish all necessary materials and equipment required to perform the services specified herein. Services shall be in accordance with the attached work statement to provide installation, repair, preparation, and maintenance of: Epoxy Floor and Wall Systems, PVC/Fiberglass Suspended Ceilings, and Specialty Metal Wall Protection Systems.

ITEM#	DESCRIPTION OF WORK	UNIT	4TH OPTION YEAR UNIT COST (\$)
(EFS) EPOXY FLOORING SYSTEM (DIVISION I)			
EFS-1	Core Sampling (2" diameter)	EA	
EFS-2	Shot Blasting (Rooms & Corridors for surface removal of 15 mil or less)	SF	
EFS-3	Mechanical Abrasion (Sanding/Grinding)	SF	
EFS-4	Jack Hammer, Scrabbling, or Chipping of Substrate @ 1/4" TO 1/2" depth (including removal & disposal of debris)	SF	
EFS-5	Saw Cutting and Keying Substrate	LF	
EFS-6	Crack Repair {Less than 1/16" wide} (Preparation and filling with semi-rigid material)	LF	
EFS-7	Crack Repair {Over 1/16" wide} (Saw cut and bandage with flexible urethane)	LF	
EFS-8	Installation of underlayment to substrate with Epoxy Grouting Material @ (1/4" depth)	SF	
EFS-9	Installation of underlayment to substrate with Acrylic Grouting Material @ (1/4" depth)	SF	
EFS-10	Installation of Vitex Moisture Proofing @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-11	Installation of Vitex Moisture Proofing @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-12	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-13	Installation of 3/16" Troweled Decorative Mortar Flooring System comprised clear epoxy and quartz aggregate with glass and @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-14	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-15	Installation of 3/16" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	

EFS-16	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (400 SF OR MORE AREA PER MOBILIZATION)	SF	
EFS-17	Installation of 1/8" Broadcasted Flooring System comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-18	Installation of (20-25 mil) Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EFS-19	Installation of Grout Epoxy and Seal Flooring System with pigmented resin epoxy @ (20-25 mil THICKNESS) @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
EFS-20	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (100 LF AREA OR MORE PER MOBILIZATION)	SF	
EFS-21	Installation of 5" integral cove base with termination strip composed of Clear Epoxy Resin and Quartz @ (LESS THAN 100 LF PER MOBILIZATION)	LF	
EFS-22	Installation of 5" cove base (20-25 mil) Grout and Sealed (painted epoxy)	LF	
EFS-23	Application of alipatic urethane seal coat	LF	
EFS-24	Addition of anti-microbial additive to all system components	SF	
(EWS) EPOXY WALL SYSTEMS (DIVISION II)			
EWS-1	Installation of REINFORCED Fiberglass Epoxy Wall System with Pigmented Resin (excluding surface preparation)	SF	
EWS-2	Installation of NON-REINFORCED Fiberglass Epoxy Wall System WITH Pigmented Resin (excluding surface preparation)	SF	
EWS-3	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (400 SF AREA OR MORE PER MOBILIZATION)	SF	
EWS-4	Installation of troweled Epoxy Quartz Decorative Wall System comprised of clear epoxy and quartz aggregate at 1/8" thickness @ (LESS THAN 400 SF AREA PER MOBILIZATION)	SF	
(FCS) FIBERGLASS / PVC CEILING SYSTEMS (DIVISION III)			
FCS-1	Install 2'x4' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-2	Install 2'x2' Fiberglass Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-3	PVC "access clips" to provide selected access from below	EA	
FCS-4	PVC "hold down" clips to secure ceiling from above	EA	
FCS-5	Install 2'x4' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-6	Install 2'x2' Metal Ceiling Suspension System (including all components: perimeter channel / main runners / cross-tees / and gaskets)	SF	
FCS-7	2'x2' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-8	2'x2' Fiberglass Ceiling Panels (gloss finish)	SF	
FCS-9	2'X4' Fiberglass Ceiling Panels (flat finish)	SF	
FCS-10	2'X4' Fiberglass Ceiling Panels (gloss finish)	SF	
(WPS) WALL PROTECTION SYTEMS (DIVISION IV)			
WPS-1	Custom fabrication and installation of aluminum wall protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	

WPS-2	Custom fabrication and installation of stainless steel protection system including: railing / brackets / bends / transitions / terminations / and securing hardware	LF	
(ASC) ANCILLARY AND SUPPLEMENTAL CONSTRUCTION ACTIVITIES			
ASC-1	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring & wall systems, speciality ceilings, and wall protection railing (including overhead and profit)	MH	
ASC-2	Ancillary and supplemental construction LABOR activities performed in conjunction with the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection (including overhead and profit) WEEKEND HOURS	MH	
ASC-3	Applicable flooring MATERIAL handling fee to integrate to the installation of: epoxy flooring and wall systems, speciality ceilings, and wall protection not described in above systems (material invoice copies required) - Handling fee includes overhead & profit - Billed at Invoice + fee	MH	
ASC-4	Additional labor rates for work related to the contract performed on weekend work hours (Time sheet copies to be included for verification) - # of hours x differential.	**	
ASC-5	Per diem charge (lodging and meals) for work performed at NIEHS at Research Triangle Park, NC (computed at: per-man / per-day)	**	

PART I -THE SCHEDULE

SECTION C

DESCRIPTION / WORK STATEMENT / SPECIFICATIONS

C.0 SCOPE OF WORK:

The National Institutes of Health (NIH), Division of Engineering Services (DES), Public Works Branch (PWB), Resource Management Section (RMS) requires contractor installation, repair, and maintenance of various architectural specialties as identified within this document. These specific requirements are identified by the following divisions.

DIVISION I	Installation of Epoxy System Flooring
DIVISION II	Installation of High-Performance Resinous System Wall-Covering
DIVISION III	Installation of Speciality (FRP) Suspended Ceiling Systems
DIVISION IV	Installation of Stainless Steel & Aluminum Wall Protection Systems

Work shall be performed in existing animal vivariums, laboratories, and support facilities, located throughout the NIH Campus in Bethesda, the NIH Animal Center in Poolesville, NIH rental facilities Rockville, MD, and the NIEHS in Research Triangle Park, NC. Activities supported by this contract are critical to the operation of the NIH Veterinary Resources Program and compliance with AAALAC Accreditation Standards for care of laboratory animals.

DIVISION I. EPOXY RESINOUS DECORATIVE FLOORING

PART 1 - GENERAL REQUIREMENTS

C. 1.1 SUMMARY

- A. This section includes information pertaining to high-performance resinous system flooring.**
- B. Epoxy system floors included within these specifications include:**
 - 1. Troweled Decorative Mortar Systems comprised of clear epoxy and colored quartz aggregate with glass @ (3/16" thickness)**
 - 2. Broadcasted Systems comprised of clear epoxy resin with multi-colored ceramic coated quartz granules @ (1/8" and 3/16" thickness)**
 - 3. Grout Epoxy and Seal Systems with pigmented resin epoxy applied @ (20-25 mil thickness)**
- C. Selection of the applicable epoxy flooring system shall be made by the project officer from the systems indicated above. The criteria for selection shall be determined by the requirements in each area of installation ie. (Type and method of application of chemical cleaning agents, chemical attack from animal excretions, thermal shock and point impact to flooring surface, matching to existing areas, and aesthetic appearance). The contractor shall provide an approval letter on each project stating their recommendations for each specific application.**

C. 1.2 PROJECT SEQUENCE & SCHEDULING

- A. After the initial award of the contract, each individual work performance shall be awarded as a separate entity with a ROC (Record of Call) issued. The following sequence shall be followed for each project:**
 - 1. The project officer shall instruct the contractor to perform a site visit and consult with the facility manager at the vivarium area to ascertain the scope of work required.**
 - 2. The contractor shall investigate the site and determine substrate moisture content utilizing ASTM F 1869-98 AStandard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub-floor using Anhydrous Calcium Chloride@. In the event moisture is determined to be present in the substrate higher than (3) pounds and less than (10) of water per 24 hours per 1000 square feet, the contractor shall provide alternatives (i.e. vapor emission barrier) which will warranty and insure no loss of bond due to substrate moisture transmission. A final decision on the installation of the Avapor emission**

- barrier@, including potential liabilities and effects on warranties, shall be made after such determinations.
3. The contractor shall provide within 10 days a detailed estimate based on the line item estimate format with drawings or sketches providing area dimensions and mathematical calculations.
 4. The project officer shall approve the project and the contracting officer shall issue a ROC.
 5. The contractor shall contact the facility manager for work scheduling and work performance as to cause the least amount of interference with NIH operations. Work schedules shall be subject to the approval of the facility manager and project officer.
 6. At the conclusion of work, the contractor shall notify the project officer for project inspection and forward a copy of the invoice for approval of payment.

C. 1.3 SAFETY REQUIREMENTS

- A. The contractor shall comply with applicable federal, state, and local laws, regulations, ordinances, codes and orders relating to safety and health. The contractor shall not use any materials or chemicals which may be physical or health hazard without receiving prior written approval from the project officer and the Division of Safety. Along with the written request for approval, the contractor shall submit the manufacturer=s specifications, a AMaterial Safety Data Sheet@ (MSDS) and any required Environmental Protection Agency (EPA) information on usage and handling.
- B. The contractor shall adhere to NIH safety procedures as they pertain to areas posted for the use of biological, chemical, or radioactive materials. The NIH will provide single-use, disposable, personal protective equipment such as disposable gloves, lab coats, jump-suits, head-covers, shoe-covers, and nuisance dust masks when required by NIH.
- C. The contractor shall provide and maintain verification that all his/her personnel have a ANegative@ tuberculosis (PPD) test performed within the last (6) months.

C. 1.4 SUBMITTALS

- A. Product Data: for each type of product specified including manufacturer's technical data, installation instructions, and recommendations for each resinous flooring component required.
- B. Samples for Initial Selection: manufacturer's color charts showing the full range of colors, textures, and patterns available for each resinous flooring system indicated.

- C. Samples for Verification: of each resinous flooring system required, 6 inches (150 mm) square, applied by Installer for this Project to a rigid backing, in color, texture, and finish indicated.
- D. Installer Certificates: signed by manufacturer certifying that installers comply with specified requirements.
- E. Safety Certificates: verification of negative (PPD) tests of employees within (6) months of entering NIH facility.
- F. Material Test Reports: from a qualified independent testing agency indicating and interpreting test results of the resinous flooring's reaction to chemicals and other reagents and substantiating compliance with requirements.
- G. Water Vapor Transmission Test Reports: submitted for approval prior to the issuance of ROC for individual projects.
- H. Warranty for flooring materials and installation.

C. 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced installer (applicator) who has specialized in installing resinous flooring similar in material, design, and extent to that indicated for this project and who is acceptable to resinous flooring manufacturer for a period of no less than (5) years.
 - 1. Installer who employs only persons trained and approved by resinous flooring manufacturer for installing resinous flooring systems specified.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, and sealing or finish coats, through one source from a single manufacturer. Provide secondary materials including patching and fill material, joint sealant, and repair materials of type and from source recommended by manufacturer of primary materials.

C. 1.6 WATER VAPOR TRANSMISSION TESTING OF SUBSTRATE

- A. When impermeable epoxy floor coatings are installed on concrete slabs, moisture tests shall be completed and a Asafe@ result obtained prior to the installation of any epoxy flooring material.
- B. The moisture test shall follow the process outlined in ASTM F 1869 AStandard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Sub-floor using Anhydrous Calcium Chloride@. This test involves the measurement of the weight

gained by a sample of anhydrous calcium chloride crystals exposed to a closed volume of air sealed to the concrete slab for a period of 60 to 72 hours. The weight gain is translated into a reading with units of Apounds of vapor transmission, per 1000 square feet of slab surface, per 24 hour period.@

- C. Test kits are readily available and shall be obtained from a source approved by the manufacturer of the epoxy flooring.
- D. Tests shall be conducted in strict accordance with the test kit manufacturer=s instructions. This includes all weighing and translation into a final reading. A final Asafe@ reading is required for all test samples. A Asafe@ reading is one in which a maximum rate of vapor transmission of 3.0 pounds is achieved per floor areas of 1000 square feet. This rate is required unless the flooring manufacturer requires a more stringent result.
 - 1. If a reading higher than the specified amount is obtained on any single sample, the Contractor shall clearly highlight that result and segregate such readings in the report. Retesting may be required for any slab area which does not pass the test.
 - 2. The Contractor shall provide recommendations to remedy the water vapor transmission, which could include waiting an additional period of time before retesting in the hope that the reduced slab water content will yield a decreased vapor transmission rate. Any remedy other than a complete retest at a later time shall be approved in writing by the epoxy flooring manufacturer. The approval by the manufacturer must state that the proposed remedy shall have no adverse impact on the manufacturer=s warranty for the completed flooring system.
- E. For floor areas greater than 1000 square feet, a minimum of 1 test per 500 square feet is required, unless the flooring manufacturer specifies a floor area less than 500 square feet. For floor areas less than 1000 square feet, a minimum of 3 tests are required, unless the flooring manufacturer specifies a greater amount of tests.
- F. Water Vapor Transmission Test Report: A final report shall be prepared and submitted for approval to the Project Officer. The report shall indicate the location and limits of each test area and the tabulated test results. Approval is required before any epoxy floor material application begins.

C. 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

- B. Store materials to comply with manufacturer's written instructions to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

C. 1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring installation.
- B. Close spaces to traffic during resinous flooring application and for not less than (48) hours after application, unless manufacturer recommends a longer period.

C. 1.9 WARRANTY

- A. The resinous flooring manufacturer and installer, separate and together, shall warrant that the flooring will be free from material and installation defects resulting in loss of bond, wear-through to the substrate, surface entrapped air bubbles, and Apinholes@ for a period of not less than two (2) years from the date of Final Acceptance. The warranty shall cover all materials and labor. In the event that any defects occur within the period stipulated, the Contractor shall effect all repairs and replacements necessary to remedy the defects.
- B. The vapor emission barrier manufacturer and epoxy installer, separate and together, shall warrant the waterproofing system with a materials and labor warranty of (5) years against the loss of bond due to moisture vapor transmission if the initial readings are in the (3) to (10) range during the time of installation.

PART 2 - PRODUCTS

C. 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the following products:
 - 1. Dura-Flex, Inc.
 - 2. Polymerica, Inc.
 - 3. Seamless Technologies, Inc.

C. 2.2 MATERIALS

- A. Epoxy Resinous Decorative mortar Flooring: Epoxy resinous floor surfacing system consisting of primer; body coat(s) including resin, hardener, aggregates, and if any; and sealing or finish coat(s).
- B. Waterproofing Membrane: Modified SBR Latex waterproofing approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- C. Reinforcing Membrane: Manufacturer's elastomeric resin recommended for crack isolation to help prevent substrate cracks from reflecting through resinous flooring. Provide fiberglass scrim embedded in reinforcing membrane.
- D. Chemical Resistant Sealant: clear aliphatic urethane
- E. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- F. Vapor Transmission Barrier: The product must comply with the following test requirements: CRD-48-73 (resistance to head of water), ASTM E-514 (wind driven rain), ASTM-109 (compressive strength), and ASTM-C-190 (tensile strength).
- G. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated.

PART 3 - EXECUTION

C. 3.1 PREPARATION

- A. General: Prepare and clean substrate according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
 - 2. Conduct Water Vapor Transmission Test in accordance with ASTM F 1869 for all concrete slabs as specified herein. When flooring is being applied to existing concrete slabs, conduct a moisture test prior to applying any fill, topping or leveling materials and another test after the application of fill materials.
 - 3. All concrete slabs shall be shot-blasted with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup. Existing surfaces which are damaged or

deteriorated shall be repaired according to resinous flooring manufacturer's written recommendations.

- C. Ceramic Tile or Quarry Tile Floor Substrates: Remove all ceramic tile or quarry tile on floor surfaces, including entire setting bed. Epoxy flooring shall not be installed directly over these materials.
- D. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- E. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- F. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

C. 3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate and optimum inter-coat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Apply waterproofing membrane, where indicated, in manufacturer's recommended thickness.
 - 1. Apply waterproofing membrane to integral cove base substrates.
- D. Apply reinforcing membrane to all cracks greater than 1/16" (1.50 mm).
- E. Apply self-leveling slurry body coat(s) in thickness indicated.

- F. Apply troweled or screeded body coat(s) in thickness indicated. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.
- G. Integral Cove Base: Apply cove base mix to wall surfaces at locations indicated. Round internal and external corners. Install cove base according to manufacturer's written instructions and details including taping, mixing, priming, troweling, sanding, and top coating of cove base.
- H. Apply sealing or finish coat(s), including grout coat, if any, of type recommended by resinous flooring manufacturer to produce finish indicated. Apply in number of coats and at spreading rates recommended in writing by manufacturer to achieve the minimum thicknesses specified in the resinous flooring schedule below.

C. 3.3 FIELD QUALITY CONTROL

- A. Core Sampling: At the direction of the Contracting Officer and at locations designated by the Project Officer, take 1 core sample per 1000 sq. ft. (93 sq. m) of resinous flooring, or portion of, to verify thickness. For each sample that fails to comply with the minimum thickness specified, take 2 additional samples. Repair damage caused by coring and correct deficiencies at no additional cost to the Government.
- B. Material Sampling: The Government may at any time and any number of times during flooring application require material samples for testing for compliance with requirements.
 - 1. An independent testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's Product Data.
 - 2. If test results show installed materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

C. 3.4 CLEANING AND PROTECTING

- A. Protect resinous flooring from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.
- B. Clean resinous flooring not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each Project area. Use

cleaning materials and procedures recommended in writing by resinous flooring manufacturer.

C. 3.5 RESINOUS FLOORING SCHEDULE

A. Epoxy Resinous Flooring (all areas except cage-wash):

1. Products: Provide one of the following:
 - a. Dura-Flex, Inc.
 - b. Polymeric Incorporated
 - c. Seamless Technologies, Inc.
2. Color and Pattern: As selected by Government from manufacturer's full range of colors and patterns produced for resinous flooring complying with requirements indicated.
3. Total Thickness of Body Coat(s): 1/8 inch (3.0 mm).
4. System Thickness: 1/8 inch (3.0 mm) minimum.
5. Wearing Surface: Skid resistant.
6. Base: 4-inch- (100-mm-) high integral cove base.
7. Components: Provide manufacturer's standard components complying with requirements, unless otherwise indicated. Provide the following optional components:
 - a. Primer, if manufacturer recommends
 - b. Waterproofing membrane.
 - c. Reinforcing membrane.
 - d. Chemical-resistant sealing or finish coat(s). Chemical resistant clear aliphatic gloss urethane seal coat.
8. Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to standard test methods indicated:
 - a. Compressive Strength: 12,000 psi per ASTM C 579.
 - b. Tensile Strength: 2300 psi per ASTM C 307.
 - c. Flexural Modulus of Elasticity: 3800 psi per ASTM C 580.
 - d. Water Absorption: 0.05% per ASTM C 413.
 - e. Coefficient of Thermal Expansion: 19×10^{-6} in/in/degree F per ASTM C 531.
 - f. Abrasion Resistance: maximum weight loss per ASTM D 4060.
 - g. Flammability: Self-extinguishing per ASTM D 635.
 - h. Hardness: 80 - 85, Shore D per ASTM D 2240.
 - i. Bond Strength: 350 psi, 100 percent concrete failure per ACI 503R.

B. Epoxy Resinous Flooring (when indicated in Cage-wash):

1. Products: Provide one of the following:
 - a. Dura-Flex, Inc
 - b. Polymerica Incorporated
 - c. Seamless Technologies, Inc.

2. Color and Pattern: As selected by Government from manufacturer's full range of colors and patterns produced for resinous flooring complying with requirements indicated.
 3. Total Thickness of Body Coat(s): 3/16 inch (4.8 mm).
 4. System Thickness: 3/16 inch (4.8 mm) minimum.
 5. Wearing Surface: Skid Resistant
 6. Base: 4-inch- (100-mm-) high integral cove base.
 7. Components: Provide manufacturer's standard components complying with requirements, unless otherwise indicated. Provide the following optional components:
 - a. Primer, if manufacturer recommends
 - b. Waterproofing membrane.
 - c. Reinforcing membrane.
 - d. Chemical-resistant sealing or finish coat(s).
 8. Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to standard test methods indicated:
 - a. Compressive Strength: 11,000 psi per ASTM C 109.
 - b. Tensile Strength: 2,400 psi per ASTM C 307.
 - c. Flexural Modulus of Elasticity: 4000 psi per ASTM C 580.
 - d. Flammability: Self-extinguishing per ASTM D 635.
 - e. Hardness: 80 - 85, Shore D per ASTM D 2240.
- C. Epoxy Fill and Patching Mortar: Floor shall be sloped to drain with 1/8@ foot fall.
- D. Epoxy Slope and Fill Mortar shall have the following physical properties
- a. Compressive Strength: 8,000 psi min. per ASTM C 109.
 - b. Tensile Strength: 2,000 psi per ASTM C 307.
 - c. Flexural Modulus of Elasticity: 3,200 psi per ASTM C 580.
 - d. Flammability: Self-extinguishing per ASTM D 635.
 - e. Hardness: 80-85, Shore D per ASTM D 2240.

- E. Chemical Resistance: Test specimens of cured resinous flooring system are unaffected when tested according to ASTM D 1305, for 50 percent immersion in the following reagents for not less than the durations shown:

Acetic Acid 10%	7day	Maleic acid>40%	7day
Acetone	7day	Methanol	7day
Aluminum Chloride	24hr.	Methyl ethyl keytone	7day
Aluminum Nitrate	24hr.	Methyl isobutyl Ketone	7day
Ammonium Hydroxide 28%	24hr.	Mineral spirits	7day
Benzene	24hr.	Motor Oil	7day
Benzoic Acid	24hr.	Nitric acid 10%	7day
Butyl Acetate	24hr.	Nitric acid 30%	7day
Calcium chloride 30%	7day	Oxalic acid 10%	7day
Calcium hypochlorite 20%	24hr.	Perchloric acid 30%	24hr.
Citric Acid 10%	7day	Phosphoric acid 10%	24hr.
Citric Acid 30%	7day	Phosphoric acid 50%	24hr.
Clorox, full strength	7day	Phosphoric acid 85%	24hr.
Diacetone alcohol	24hr.	Phthalic acid	24hr.
Diethyl Phthalate	24hr.	Potassium hydroxide	7day
Ethyl Acetate	24hr.	Skydrol A500	7day
Ethyl alcohol 95%	24hr.	Sodium hydroxide 30%	7day
Ethylene glycol	7day	Sodium hydroxide 50%	7day
Formic acid <10%	24hr.	Sodium hypochlorite 15%	7day
Formic acid >10%	24hr.	Sodium hypochlorite 50%	7day
Gasoline	7day	Sulfuric acid 10%	7day
Glycerin	7day	Sulfuric acid 30%	7day
Hydraulic Fluid	7day	Sulfuric acid up to 98%	7day
Hydrochloric acid 10%	7day	Toluene	7day
Hydrochloric acid 37%	24hr.	Trisodium phosphate	7day
Isopropyl alcohol	7day	Turpentine	7day
JP 4 Jet Fuel	7day	Urine	7day
Lactic acid<20%	7day	Xylene	7day
Lactic acid>20%	7day	Zinc Chloride	24hr.
Maleic acid<10%	7day		

DIVISION II. EPOXY RESINOUS WALL SYSTEMS

PART 1 - GENERAL REQUIREMENTS

C. 1.1 SUMMARY

- A. This section includes information pertaining to high-performance resinous system wall-covering.**
- B. Epoxy system wall-coverings included within these specifications include:**
 - 1. Pigmented 100% Solids Epoxy Resin @ (10-15 mils dry film thickness)**
 - 2. Pigmented 100% Solids Epoxy Resin System with fiberglass reinforcement @ (30-35 mils dry film thickness)**
 - 3. Troweled Decorative Mortar Systems comprised of clear epoxy resin and colored quartz aggregate @ (1/8" dry film thickness)**
- C. Selection of the applicable epoxy flooring system shall be made by the project officer from the systems indicated above. The criteria for selection shall be determined by the requirements in each area of installation ie. (Type and method of application of chemical cleaning agents, chemical attack from animal excretions, thermal shock and point impact to wall surface, matching to existing areas, and aesthetic appearance). The contractor shall provide an approval letter on each project stating their recommendations for each specific application.**

C. 1.2 PROJECT SEQUENCE & SCHEDULING

- A. After the initial award of the contact, each individual work performance shall be awarded as a separate entity with a ROC (Record of Call) issued. The following sequence shall be followed for each project:**
 - 1. The project officer shall instruct the contractor to perform a site visit and consult with the facility manager at the vivarium area to ascertain the scope of work required.**
 - 2. The contractor shall provide a detailed estimate within 10 days based on the line item estimate format with drawings or sketches providing area dimensions and mathematical calculations.**
 - 3. The project officer shall approve the project and the contracting officer shall issue a ROC.**
 - 4. The contractor shall contact the facility manager for work scheduling and work performance as to cause the least amount of interference with NIH operations. Work schedules shall be subject to the approval of the facility manager and project officer.**

5. At the conclusion of work, the contractor shall notify the project officer for project inspection and forward a copy of the invoice for approval of payment.

C. 1.3 SAFETY REQUIREMENTS

- A. The contractor shall comply with applicable federal, state, and local laws, regulations, ordinances, codes and orders relating to safety and health. The contractor shall not use any materials or chemicals which may be physical or health hazard without receiving prior written approval from the project officer and the Division of Safety. Along with the written request for approval, the contractor shall submit the manufacturer's specifications, a Material Safety Data Sheet (MSDS) and any required Environmental Protection Agency (EPA) information on usage and handling.
- B. The contractor shall adhere to NIH safety procedures as they pertain to areas posted for the use of biological, chemical, or radioactive materials. The NIH will provide single-use, disposable, personal protective equipment such as disposable gloves, lab coats, jump-suits, head-covers, shoe-covers, and nuisance dust masks when required by NIH.
- C. The contractor shall provide and maintain verification that all his/her personnel have a negative tuberculosis (PPD) test performed within the last (6) months.

C. 1.4 SUBMITTALS

- A. Product Data: for each type of product specified including manufacturer's technical data, installation instructions, and recommendations for each resinous wall-covering system component required.
- B. Samples for Initial Selection: manufacturer's color charts showing the full range of colors, textures, and patterns available for each resinous wall-covering system indicated.
- C. Samples for Verification: of each resinous wall-covering system required, 6 inches (150 mm) square, applied by Installer for this Project to a rigid backing, in color, texture, and finish indicated.
- D. Installer Certificates: signed by manufacturer certifying that installers comply with specified requirements.
- E. Safety Certificates: verification of negative (PPD) tests of employees within (6) months of entering NIH facility.

- F. Material Test Reports: from a qualified independent testing agency indicating and interpreting test results of the resinous flooring's reaction to chemicals and other reagents and substantiating compliance with requirements.
- G. Warranty for epoxy wall-covering materials and installation.

C. 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced installer (applicator) who has specialized in installing resinous epoxy material in design and extent to that indicated for this project and who is acceptable to resinous epoxy manufacturer for a period of no less than (5) years.
 - 1. Installer who employs only persons trained and approved by resinous epoxy manufacturer for installing resinous epoxy systems specified.
- B. Source Limitations: Obtain primary resinous epoxy materials, including primers, resins, hardening agents, and sealing or finish coats, through one source from a single manufacturer. Provide secondary materials including patching and fill material, joint sealant, and repair materials of type and from source recommended by manufacturer of primary materials.

C. 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store materials to comply with manufacturer's written instructions to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

C. 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous epoxy manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting installation of epoxy material on walls.
- B. Close spaces to use during resinous flooring application and for not less than (48) hours after application, unless manufacturer recommends a longer period.
- C. Protect surrounding surfaces, as well as Ain-place@ equipment from damage during surface preparation and system installation.

- D. Test substrates to verify that substrate moisture content does not exceed that recommended by the epoxy manufacturer.
- E. Evaluate detail conditions at all penetrations, terminations and perimeter locations.

C. 1.8 WARRANTY

- A. The resinous epoxy manufacturer and installer, separate and together, shall warrant that the resinous wall-covering will be free from material and installation defects resulting in loss of bond, wear-through to the substrate, surface entrapped air bubbles, and Apinholes@ for a period of not less than two (2) years from the date of Final Acceptance. The warranty shall cover all materials and labor. In the event that any defects occur within the period stipulated, the Contractor shall effect all repairs and replacements necessary to remedy the defects.

PART 2 - PRODUCTS

C. 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the following products:
 - 1. Dura-Flex, Inc.
 - 2. Polymerica, Inc.
 - 3. Seamless Technologies, Inc.

C. 2.2 MATERIALS

- A. Pigmented epoxy systems:
 - 1. High build 100% epoxy resins
 - 2. Solvent free
- B. Reinforcing Membrane:
 - 1. Minimum 5.6 oz. Fiberglass mesh
 - 2. Minimal seams Reinforcing membrane
- C. Epoxy Resinous Decorative Mortar Wall-covering System:
 - 1. Epoxy resinous wall surfacing system consisting of primer; body coat(s) including resin, hardener, aggregates, and if any; and sealing or finish coat(s).

- D. Patching and Fill Material: Resinous product of or approved by resinous epoxy manufacturer and recommended by manufacturer for application indicated.
- E. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated.

PART 3 - EXECUTION

C. 3.1 PREPARATION

- A. General: Prepare and clean substrate according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral substrate for resinous flooring application.
 - 1. Drywall and plaster surfaces: sand and wipe clean prior to installation of system. Drywall joints shall be taped and prepared to receive system. In short, new construction shall be paint ready.
 - 2. CMU surfaces: Clean excess mortar from and seal with compatible primer. The Pigmented 100% Solids Epoxy Resin System with fiberglass reinforcement requires all mortar recesses be filled with a cementitious material (compatible with the epoxy coating) Abridging@ the between CMU=s.
 - 3. All surfaces: Rout, saw out or rake-out cracks and non-expansion joints greater than 1/16" wide with semi-rigid epoxy. Filled cracks or joints shall have fiberglass cloth or flexible urethane Aband-aid@ applied over them to further inhibit cracks from telegraphing through the epoxy. If control joints are cracked through the slab and additional movement is anticipated, consult the Design Professional and Resinous Surfacing Manufacturer for specific remedial action.
- B. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- C. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- D. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

C. 3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous wall-covering system to substrate and optimum inter-coat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous material to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.

- B. Material Sampling: The Government may at any time and any number of times during flooring application require material samples for testing for compliance with requirements.
 - 1. An independent testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's Product Data.
 - 2. If test results show installed materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply wall-covering materials to comply with requirements.

C. 3.3 CLEANING AND PROTECTING

- A. Protect resinous coating from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

- B. Clean resinous wall-covering not more than 4 days before dates scheduled for inspections intended to establish date of Substantial Completion in each Project area. Use cleaning materials and procedures recommended in writing by resinous flooring manufacturer.

C. 3.4 RESINOUS WALL-COVERING SCHEDULE

- A. Pigmented 100% Solids Epoxy Resin Systems
 - 1. Products: Provide one of the following:
 - a. Dura-Flex, Inc.
 - b. Polymerica Incorporated

- c. Seamless Technologies, Inc.
2. Color: As selected by Government from manufacturer's full range of colors and patterns produced for resinous wall-covering systems complying with requirements indicated.
3. Hardness Shore D / ASTM D-1706 / 70 -80
4. Tensile Strength / ASTM-D-638 / 3,000 psi min.
5. Flexural Strength / ASTM-D-790 / 4,000 psi min.
6. Thermal Shock / Mil F-52505 / No cracking or loss of adhesion
7. Abrasion Resistance w/Taber Abrader, CS-17 Wheels, 1000 gm load, 1000 cycles / ASTM-D-4060 / .035 gm loss
8. Ultimate elongation / ASTM-D-638 / 20% min.
9. Chemical Resistance: Test specimens of cured resinous flooring system are unaffected when tested according to ASTM D 1305, for 50 percent immersion in the following reagents for not less than the durations shown:

20% Acetic Acid	SS
50% Citric Acid	G
20% Nitric Acid	SS
30% Hydrochloric Acid	SS
10% Hydrofluoric Acid	SS
Hydrogen Peroxide	G
40% Potassium Hydroxide	G
40% Sodium Hydroxide	G
50% Sulfuric Acid	G
Urea	G

KEY: (E) = Excellent (up to 7 days) (G) = Good (up to 24 hrs) (SS) = Splash & Spill with immediate removal (NR) = Not Recommended

B. Epoxy Resinous Decorative Mortar Wall-covering System:

1. Products: Provide one of the following:
 - a. Dura-Flex, Inc.
 - b. Polymerica Incorporated
 - c. Seamless Technologies, Inc.
1. Color: As selected by Government from manufacturer's full range of colors and patterns produced for resinous wall-covering systems complying with requirements indicated.
2. Hardness Shore D / ASTM D-1706 / 70 -80
3. Tensile Strength / ASTM-D-638 / 3,000 psi min.
4. Flexural Strength / ASTM-D-790 / 4,000 psi min.
5. Thermal Shock / Mil F-52505 / No cracking or loss of adhesion
6. Abrasion Resistance w/Taber Abrader, CS-17 Wheels, 1000 gm load, 1000 cycles / ASTM-D-4060 / .035 gm loss
7. Ultimate elongation / ASTM-D-638 / 20% min.

8. Compressive Strength / ASTM-D-695 / 11,000 psi min
9. Chemical Resistance: Test specimens of cured resinous flooring system are unaffected when tested according to ASTM D 1305, for 50 percent immersion in the following reagents for not less than the durations shown:

Acetic Acid 10%	E	Methanol	E
Acetic Acid 50%	S S	Methyl ethyl ketone (MEK)	E
Acetic Acid, Glacial	S S	Methyl isobutyl Ketone (MIBK)	E
Acetone	E	Methylene chloride	SS
Aluminum Chloride	G	Mineral spirits	E
Aluminum Nitrate	G	Motor Oil	E
Ammonium Hydroxide 28%	G	Nitric acid 10%	E
Benzene	G	Nitric acid 30%	E
Benzoic Acid	G	Oxalic acid 10%	E
Butyl Acetate	G	Perchloroethylene	SS
Calcium chloride 30%	E	Phenol, >10%	SS
Calcium hypochlorite 20%	G	Phenol, <10%	SS
Chlorine, wet and dry	SS	Perchloric acid 30%	G
Citric Acid 10%	E	Phosphoric acid 10%	G
Citric Acid 30%	E	Phosphoric acid 50%	G
Clorox, full strength	E	Phosphoric acid 85%	G
Diacetone alcohol	G	Phthalic acid	G
Diethyl Phthalate	G	Potassium hydroxide	E
Either	S S	Skydrol A500	E
Ethyl Acetate	G	Sodium hydroxide 30%	E
Ethyl alcohol 95%	G	Sodium hydroxide 50%	E
Ethylene dichloride, 10%	SS	Sodium hypochlorite 15%	E
Ethylene glycol	E	Sodium hypochlorite 50%	E
Formic acid <10%	G	Sulfuric acid 10%	E
Formic acid >10%	G	Sulfuric acid 30%	E
Gasoline	E	Sulfuric acid up to 98%	E
Glycerin	E	Toluene	E
Hydraulic Fluid	E	Trichlorethylene	S S
Hydrochloric acid 37%	E	Trichloroethane	SS
Hydrogen peroxide, 6 %	SS	Trisodium phosphate	E
Isopropyl alcohol	E	Turpentine	E
JP 4 Jet Fuel	E	Urine	E
Lactic acid <20%	E	Xylene	E
Lactic acid >20%	E	Zinc Chloride	G
Maleic acid <10%	E		
Maleic acid >40%	E		

KEY: (E) = Excellent (up to 7 days) (G) = Good (up to 24 hrs) (SS) = Splash & Spill with immediate removal (NR) = Not Recommended

END OF RESINOUS WALL-COVERING SECTION

DIVISION III. SPECIALITY SUSPENDED CEILING SYSTEMS

PART 1 - GENERAL REQUIREMENTS

C. 1.1 SUMMARY

- A. This section includes information pertaining to speciality suspended ceiling systems for use in vivarium areas. Three systems are included providing various levels of wash-ability and pest control.**
 - 1. Pressure washed area: PVC and fiberglass grid and panel components gasketed and sealed with selected accessible panels to mechanical and electrical devices above ceiling. (gloss or flat finish panels)**
 - 2. Wipe down area: PVC and fiberglass ceiling panels layed (un-secured) in suspended PVC framing components. (gloss or flat finish panels)**
 - 3. Clean area: PVC and fiberglass ceiling panels layed (un-secured) in metal suspended framing components. (gloss or flat finish panels)**
- B. In the event that Mechanical and/or Electrical modifications or alterations are required to perform the installation of the speciality ceiling system, the contractor shall notify the project officer after field inspection and prior to the award of the project (ROC) record of call.**
- C. Dependent on the complexity of the Electrical/Mechanical modifications, the project officer shall determine if this contract mechanism is appropriate. Coordination among design individuals, site managers, in-house trades-people, and building engineers will be utilized in ascertaining this decision.**
- D. Minor electrical and mechanical alterations and modifications shall be addressed under this contract as ancillary and supplemental sub-contractor line items as identified within the line item schedule and supported with invoices. In this event, the contractor shall become the General Contractor with the responsibility to provide qualified and licenced individuals to perform electrical and mechanical modifications. All electrical modifications must conform to the (NEC) National Electric Code and mechanical modifications must conform to the ASHRAE (American Society for Heating, Refrigeration, and Air Conditioning) and BOCA (Building Officials and Code Administrators).**

C. 1.2 PROJECT SEQUENCE & SCHEDULING

- A. After the initial award of the contract, each individual work performance shall be awarded as a separate entity with a ROC (Record of Call) issued. The following sequence shall be followed for each project:
 - 1. The project officer shall instruct the contractor to perform a site visit and consult with the facility manager at the vivarium area to ascertain the scope of work required.
 - a. The size (either 2' x 2' or 2' x 4') and finish of the panels shall be determined by the requirements of the specific area.
 - b. The areas specific requirements shall be evaluated and a determination of the type of ceiling shall be made (ie. wash-down/wipe-down/lay-in only). c. The location and percentage of accessible ceiling panels with Alock-down@ clips shall be determined by the site manager in conjunction with the building engineer.
 - 2. The contractor shall provide a detailed estimate within 10 days based on the line item estimate format with drawings or sketches with reflective ceiling plan providing area dimensions and mathematical calculations.
 - 3. The project officer shall approve the project and the contracting officer shall issue a ROC.
 - 4. The contractor shall contact the facility manager for work scheduling and work performance as to cause the least amount of interference with NIH operations. Work schedules shall be subject to the approval of the facility manager and project officer.
 - 5. At the conclusion of work, the contractor shall notify the project officer for project inspection and forward a copy of the invoice for approval of payment.

C. 1.3 SAFETY REQUIREMENTS

- A. The contractor shall comply with applicable federal, state, and local laws, regulations, ordinances, codes and orders relating to safety and health. The contractor shall not use any materials or chemicals which may be physical or health hazard without receiving prior written approval from the project officer and the Division of Safety. Along with the written request for approval, the contractor shall submit the manufacturer=s specifications, a AMaterial Safety Data Sheet@ (MSDS) and any required Environmental Protection Agency (EPA) information on usage and handling.
- B. The contractor shall adhere to NIH safety procedures as they pertain to areas posted for the use of biological, chemical, or radioactive materials. The NIH will provide single-use, disposable, personal protective equipment such as disposable gloves, lab coats, jump-suits, head-covers, shoe-covers, and nuisance dust masks when required by NIH.

- C. The contractor shall provide and maintain verification that all his/her personnel have a Negative@ tuberculosis (PPD) test performed within the last (6) months.

C. 1.4 SUBMITTALS

- A. Contractor shall submit samples of the following:
 - 1. Ceiling panel
 - 2. PVC / Fiberglass suspension system
 - 3. Ceiling locking mechanism
 - 4. Metal Grid Suspension system
- B. Submit drawings showing the placement of ceiling components in conjunction with a reflective ceiling plan.
- C. Indicate location of accessible panels if applicable.

C. 1.5 QUALITY ASSURANCE

- A. Manufacturer=s Qualifications: Obtain all PVC and fiberglass materials from a single source manufacturer.
- B. Contractor must be approved by the manufacturer for the installation of the speciality ceiling system.

C. 1.6 WARRANTY

- A. The contractor shall offer a two (2) year warranty for defects in materials and installation.

PART 2 - PRODUCTS

C. 2.1 PVC / FIBERGLASS CEILING GRID SYSTEM AND WALL ANGLE

- A. All suspension grid components shall be of pultruded PVC fiberglass construction with US #723 Flame Spread Rate of less than 25, Smoke development of 425, and USDA accepted.
- B. The grid deflection shall not exceed 1/360 with 6 pound per foot loading in a 4' span.

- C. Assembly clips shall be manufactured from Grade 1, Type 2 virgin PVC and must comply with UL 94 V-0 and USDA accepted.

C. 2.2 METAL GRID COMPONENTS

- A. All acoustical grid components shall conform to the requirements of (Intermediate or Heavy Duty) structural classification of ASTM C-635.
- B. Main beams and cross tees shall have the following characteristics:
 - 1. Main beams and cross tees shall be double thickness web with 1 2" height and 15/16" bottom flange.
 - 2. Exposed bottom flanges of main runners and cross tees shall be continuous unbroken roll-formed caps along the length of the component.
 - 3. All surfaces shall be coated with a baked polyester finish.

C.2.3 CEILING PANELS

- 1. Ceiling panels shall be 5/8" overall thickness with fiberglass reinforcement on both top and bottom sides.
- 2. Panels shall have the following properties:
 - 1. Class 1 Fire Rating (ASTM E-84) with flame spread of 25 or less composed of halogenated polyester resin and gel coat
 - 2. Surface light reflectance coefficient LR-1, 0.75 or greater
 - 3. Minimum weight of 1.5 lb per square foot
 - 4. Impact resistance (Kj/m²):64
 - 5. Thickness of face: 1.8 mm
 - 6. Internal foam composed of closed cell foam core insensitive to moisture
 - 7. Size: Either (2'x2' or 2'x4') with square edge detail as determined by the site manager at point of contact (See Section C.1.2)
 - 8. Surface finish: either gloss finish or flat finish as determined by the site manager at point of contact (See Section C.1.2)

C.2.4 HARDWARE

- 1. Wash-down area / Wipe-down area: The grid system shall receive self adhesive EDPM D- profile gaskets made of 100% cellular rubber prior to installation of panels. The EDPM gasket material must remain flexible at -40 degrees F. The perimeter of the panels shall rest evenly on the gasket so the gasket can serve as the seal.
- 2. Wash down area: Removable panels shall be equipped with resinous composition locking clips of resinous composition and require no tools for access from

below. Remaining panels shall be locked in place using removable PVC clips applied to the grid from above.

PART 3 - EXECUTION

C.3.1 Install materials and suspension systems in accordance with manufacturer's instructions and recommendations, and ASTM C 636. Coordinate installation with location of mechanical and electrical work to ensure proper locations.

1. Level ceiling to within 1/8" in 10" in both directions. Measure and layout to avoid less than half panel units.
2. Space hangers as required to accommodate specified ceiling panel dimensions. Lay hangers out for each room or space. Install additional hangers as required to support framing at columns, ducts and other through ceiling penetrations.
3. Keep main runners and carriers clear of abutting walls.
4. Install wall angle components by fastening them to the wall at minimal 16" spacing and not more than 3" from the sides.
5. Caulk at all intersections of the wall angle and vertical surfaces and at all through ceiling penetrations.

C.3.2 Wash-down Area: Indicated ceiling panels shall be locked and held in place by grid-locking clips which shall be of resinous composition and require no tools for access from below. The remaining panels shall be locked in place using removable PVC clips applied to the grid from above.

C.3.3 Wipe Down Area / Clean Area: Ceiling panels are to be suspended in the grid matrix void of any hold down or locking clips. All panels will therefore be free access with the exception of those with through ceiling penetrations.

DIVISION IV. STAINLESS STEEL / ALUMINUM WALL PROTECTION SYSTEM

PART 1 - GENERAL REQUIREMENTS

C. 1.1 SUMMARY

- A. This section includes information pertaining to stainless steel or aluminum wall protection system for use in vivarium areas.**

C. 1.2 PROJECT SEQUENCE & SCHEDULING

- A. After the initial award of the contract, each individual work performance shall be awarded as a separate entity with a ROC (Record of Call) issued. The following sequence shall be followed for each project:
1. The project officer shall instruct the contractor to perform a site visit and consult with the facility manager at the vivarium area to ascertain the scope of work required.
 2. The contractor shall provide a detailed estimate within 10 days based on the line item estimate format with drawings or sketches providing area dimensions and mathematical calculations.
 3. The project officer shall approve the project and the contracting officer shall issue a ROC.
 4. The contractor shall contact the facility manager for work scheduling and work performance as to cause the least amount of interference with NIH operations. Work schedules shall be subject to the approval of the facility manager and project officer.
 5. At the conclusion of work, the contractor shall notify the project officer for project inspection and forward a copy of the invoice for approval of payment.

C. 1.3 SAFETY REQUIREMENTS

- A. The contractor shall comply with applicable federal, state, and local laws, regulations, ordinances, codes and orders relating to safety and health. The contractor shall not use any materials or chemicals which may be physical or health hazard without receiving prior written approval from the project officer and the Division of Safety. Along with the written request for approval, the contractor shall submit the manufacturer's specifications, a Material Safety Data Sheet (MSDS) and any required Environmental Protection Agency (EPA) information on usage and handling.

- B. The contractor shall adhere to NIH safety procedures as they pertain to areas posted for the use of biological, chemical, or radioactive materials. The NIH will provide single-use, disposable, personal protective equipment such as disposable gloves, lab coats, jump-suits, head-covers, shoe-covers, and nuisance dust masks when required by NIH.
- C. The contractor shall provide and maintain verification that all his/her personnel have a Negative@ tuberculosis (PPD) test performed within the last (6) months.

C. 1.4 SUBMITTALS

- A. Sample: Contractor shall submit at least one sample of rail and mounting bracket. Sample shall be 12 inches long and show end radius in addition to all features pertinent to this specification section.

C. 1.5 QUALITY ASSURANCE

- A. Manufacturer=s Qualifications: Obtain all materials from a single source manufacturer with at least five years experience in the fabrication of the product specified.
- B. Contractor=s Qualifications: Installation shall be performed by an approved contractor with not less than five years experience in the installation on projects of similar size and complexity and in similar facilities.
- C. Material Verification: Contractor shall furnish test data to verify the alloy composition of the rail and brackets.

C. 1.6 WARRANTY

- A. The manufacturer and contractor shall jointly offer a one year product and installation warranty.

PART 2 - PRODUCTS

C. 2.1 STAINLESS STEEL RAIL

- A. Material: Material shall be 1/4 inch x 3 inch type 304 stainless steel extruded true bar with edges chamfered to .031@ minimum radius. Material specifications shall conform to ASTM A-276

- B. Finish: Finish shall be #4 polish. The finish is to be done prior to cutting, drilling, countersinking and bending.
- C. Packaging: Rail to be covered with 4-mil vinyl on all surfaces and packed in plywood crates for shipping to site.
- D. Each rail component shall be stamped with its own unique identification number on the back of the component which will match the numbered section on the installation drawings which must be maintained on file with the manufacturer for future reference.

C. 2.2 ALUMINUM RAIL

- A. Material: Material shall be 1/4 inch x 4 inch 6061-T6511 extruded rectangular aluminum bar with 1/8 inch radius edge. Federal specification AAQ-200/8.
- B. Finish: Clear sulfuric anodized to military specification A8625 Type II with anodizing performed after all cutting, drilling, counter-sinking and bending.
- C. Packaging: Rail to be covered with 4 mil vinyl on all surfaces and packed in plywood crates for shipping to site.
- D. Each rail component shall be stamped with its own unique identification number on the back of the component which will match the numbered section on the installation drawings which must be maintained on file with the manufacturer for future reference.

C.2.2 BRACKET MATERIAL

- 1. Material: 6061-T6 extruded aluminum, federal specification QQA-200/16 with .200 radius vertical flange to eliminate 90 degree edges at points of possible hand contact.
- 2. Finish: Clear sulfuric anodized to military specification A8625 Type II. Material to be anodized when fabrication is completed.
- 3. Bracket dimensions: (I-Beam configuration with 3" back-set from wall)
 - 1. For CMU and concrete surfaces, wood or metal doors, and gypsum with metal blocking: (3 or 1 1/2 inch offset from wall to back of rail; .13@ inch web thickness; .20@ flange thickness; 2.5 x 3.0 inch bracket face at rail; 2.5 inch x 3.0 inch bracket face at wall.
 - 2. For drywall and hollow walls without 16 gauge metal blocking: 27 degree flared bracket; 3.0 inch offset from wall to back of rail; .13 inch web thickness; .20 inch flange thickness; 2.5 inch x 3.0 inch bracket face at rail; 2.5 inch x 5.5 inch bracket face at wall.

3. All vertical bracket flanges shall have a .200 radius edge.

C.2.3 MOUNTING HARDWARE

1. Rail to bracket: 1/4 inch-20 x 3/4 inch stainless steel Phillips flat head, c/s, ms with 1/4 inch-20 stainless steel ESNA nut (nylon insert).
2. Bracket to wall (masonry): #16 x 1 2 inch Phillips pan head type a stainless steel tapping screw with #16 PVC masonry anchor; screw set with pneumatic wrench to 30 foot pound of torque.

C.2.4 FIELD MEASUREMENTS

1. Prior to field dimensions, all permanent walls and door bucks must be in place. All cutouts in the walls for electrical panels, fire extinguishers, etc. must be completed. Locations of cover plates should be installed to avoid their being covered by the stainless steel railing.
2. Field dimensions must be taken to the nearest 1/8" tolerance.
3. Measurements must be taken at the elevation at which the rail is to be installed.
4. The shortest wall section that can be covered with rail section having one bracket is 10 inches.

PART 3 - FABRICATION

- C.3.1 Tolerance shall be to the nearest 1/8 inch.
- C.3.2 Terminal end sections shall have a 3" radius bend continuing from the plane of the rail face toward the wall and shall terminate 2" from the wall. The last 1.275" of the terminal end shall be straight.
- C.3.3 Inside and outside corners shall not be separate units but shall be fabricated as an integral part of the rail construction.
- C.3.4 The entire rail configuration shall be continuous, with terminal ends being installed only at doors; electrical panels, fire extinguishers, and other in-wall mounted apparatus that local codes prohibit from blockage. The continuous contour shall be maintained around all other wall configurations, protrusions, abutments, and interruptions in such a manner as to maintain the established 3-inch distance from the wall at any point.

- C.3.5 Mounting brackets shall be placed no greater than 48" apart. Exact bracket placement is to be determined by the manufacturer at the time of fabrication. Unless otherwise specified prior to installation, bracket placement is the sole discretion of the manufacturer, as long as the 48" maximum interval is not violated. All mounting holes are to be countersunk to match the mounting hardware.

SECTION D
PACKAGING AND MARKING

D.1 Marking

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number and Record of Call number.

D.2 Payment of Postage and Fees

All costs incurred by the contractor for postage and fees required for performance of this contract shall be paid by the contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. GENERAL

- (a) At a minimum the following paragraphs shall be applicable to all delivery orders issued under this contract. Additional inspection and acceptance requirements may be specified in each delivery order.
- (b) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of all work under this contract.
- (c) For purposes of this Article, the Project Officer is the authorized representative of the Contracting Officer.
- (d) The Contractor shall not receive final payment until all requirements of the contract have been completed to the satisfaction of the Contracting Officer and the Project Officer.

E.2. PLACE OF INSPECTION AND ACCEPTANCE

- (a) Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed at the place of delivery/installation.
- (b) The FAR clauses specified in paragraph E.5 are applicable to work sites specified in individual delivery orders.

E.3. SCOPE OF INSPECTION

- (a) All deliverables will be inspected as set forth in the statement of work, delivery order and Record of Call.
- (b) The government requires a period not to exceed fifteen (15) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the delivery order.

E.4. BASIS OF ACCEPTANCE

- (a) The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the delivery order, the contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting Record of Call shall be corrected in accordance with the applicable clauses.

E.5. CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Clause No. /Title /Date

52.246-2 Inspection of Supplies - Fixed Price AUG 1996

52.246-4 Inspection of Services - Fixed Price AUG 1996

52.246-6 Inspection - Time and Material and Labor Hour MAY 2001

52.246-16 Responsibility for Supplies (Fixed Price) APR 1984

SECTION F
DELIVERIES OR PERFORMANCE

This contract is for a base year and four one-year options to run consecutively. The period of performance for the base year is 365 calendar days from the date of award. The Option years, if exercised, will be 365 calendar days from the date it is awarded. The actual period of performance may extend beyond the base contract and/or option expiration date but not to exceed a six (6) month maximum. Records of Call issued under this contract may be signed by the Contracting Officer at any time during the contract period, provided that the aggregate price has not exceeded the total contract amount for the awarded period of performance.

F.1 PLACE OF DELIVERY

The products and services required under this contract shall be completed and delivered in accordance with the delivery dates and locations as identified on each delivery order.

F.2 SERVICE PROJECT SCHEDULE

Within two (2) calendar days of receipt of a Record of Call, the Contractor shall submit a proposed work schedule for review and approval by the Project Officer. The work schedule shall be approved in writing by the Project Officer before any site work is started. The schedule shall be prepared in bar graph form following the outline of the component divisions and subsections of the project specifications. The project schedule shall be prepared in sufficient size and detail to clearly indicate:

- (1) The proposed sequence of work including required phasing of the work and submissions of shop drawings, samples, and other submittal information. This should include projected submittal approval dates and material delivery dates.
- (2) Percentages of the work in each category which is scheduled to be completed on a weekly basis. An updated project schedule shall be submitted each month as the work proceeds, with the request for partial payment where applicable. Updates shall reflect the expected and actual impact of changes in the work and/or delays, and the actual status of the work vs. the projected status. The updated schedule shall also reflect the changes in the future portion of the schedule necessary to finish the project within the contract completion time.

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

263-02-P(CW)-0010

52.211-17 Delivery of Excess Quantities SEP 1989
52.242-15, Stop Work Order (AUGUST 1989)
52.242-17, Government Delay of Work (APRIL 1984).
52.247-34 F.O.B. Destination (NOV 1991)

PART 1 – THE SCHEDULE

**SECTION G
CONTRACT ADMINISTRATION DATA**

At a minimum the following paragraphs shall be applicable to all delivery orders issued under this contract. Any contract awarded from this RFP will contain the following:

G.1. CONTRACT MANAGEMENT

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the government and the contractor. The following individuals will be the government points of contact during the performance of the contract.

(a) Contracting Officer. All contract administration will be effected by the Contracting Officer (CO). Communications pertaining to contractual administrative matters will be addressed to the CO. The word "government" as used throughout this contract or its attachments refers specifically to the CO. The CO is the only person authorized to approve changes in any of the requirements of this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the CO. No changes of deviation from the scope of work shall be effected without a written modification to the contract executed by the CO authorizing such changes. Should the CO designate individuals to act as the Project Officer (PO) under any resultant contract or delivery order, such representative will be designated by letter of appointment from the CO in the technical phase of the work, but will not be authorized to change any of the terms and conditions of the contract or task order.

(b) Project Officer: The PO will be designated in writing on authority of the CO after contract award to monitor and coordinate all technical aspects and assist in the administration of the overall contract.

(1) Only the PO is authorized to provide technical direction to the contractor, and such direction must be within the scope of their designation letters. The contractor will receive copies of the contract and designation letters stating the responsibilities of the PO.

(c) Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the Statement of Work and any approved delivery orders.

(2) All technical coordination shall be within the scope of the contract and the Record of Call. No oral statements of any person whosoever will in any manner or degree modify or otherwise affect the terms of this contract, except for "rapid reaction" verbal authorizations by the CO in accordance with clause G.4. Technical coordination shall not result in any action that:

A. constitutes an assignment of additional work outside the SOW or the Record of Call.

B. constitutes a change as defined in the contract clause entitled "Changes" for Firm Fixed Price and Time and Material contracts.

C. Causes an increase in the total contract ceiling, Record of Call price, or the time required for contract or Record of Call performance,

D. changes any of the expressed terms, conditions or specifications of the contract or task order, or

E. interferes with the contractor's right to perform the terms and conditions of the contract.

G.2. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

TO BE DETERMINED AT AWARD

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The **Contracting Officer** is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer designation.

G.3. TECHNICAL DIRECTION

Performance of the work under this contract shall be subject to the technical direction of the Project Officer. The term "technical direction" is defined to include without limitation, the following:

- (a) Directions to the contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require the pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish contractual statements of work.
- (b) Provision of information to the contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.

- (c) Review and, where required by contract, approval of technical reports, drawings, specifications or technical information to be delivered by the contractor to the Government under the contract.

Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to, and may not, issue any technical direction which: (1) constitutes the assignment of any additional work outside the general scope of the contract; (2) constitutes a change as defined in the contract clause entitled, "Changes"; (3) in any manner causes an increase or decrease in the total estimated contract cost, fixed fee or time required for the contract performance or (4) changes any of the expressed terms, conditions or specifications of the contract.

All technical directions shall be issued in writing by the Project Officer or shall be confirmed by him/her in writing within 5 working days after issuance.

The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this article and within his/her authority under the provisions of this article.

If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in (1) through (4) above, the contractor shall not proceed, but shall notify the Contracting Officer, in writing, within 5 working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor, in writing, that, in his/her opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause of the contract. The contractor shall thereupon proceed immediately with the direction given. A failure of the parties to agree upon the nature of the instruction or direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the contract clause entitled, "Disputes."

G.4. KEY PERSONNEL

The personnel specified in this contract are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this article. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The following position is considered to be essential to the work being performed hereunder:

Project Manager

- a) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (d) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- b) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

G.5 . METHOD OF ORDERING

The Consignees/Ordering Officials shall sign all orders (including written confirmation of oral/telephonic orders) involving request for supplies under this contract. Each delivery shall be accompanied by a packing slip.

The authorized designees are:

Lisa Schneider
James Kish

The following contractor representative(s) is/are authorized to receive and accept orders placed by telephone:

Name(s):
Telephone:

G. 6. DELIVERY ORDER PROCEDURES

(a) One or more Record of Calls (ROC) may be issued during the performance period of this contract. After the minimum guarantee of one order at \$100 is met each additional delivery order shall be awarded to the awardees based on evaluation of prices, past performance, and availability

G.7 . INDEFINITE DELIVERY CONTRACT PAYMENT METHOD

To initiate and receive prompt payment, the Contractor shall comply with the following procedure:

- a. A Record of Call Number shall be given to you at the time the order is placed.

The Contractor is cautioned not to accept an order unless a proper Record of Call Number is issued.

- b. Invoices shall be submitted monthly to the address indicated in Section G.8 . INVOICE SUBMISSION of this contract. Invoices shall cite the Contract Number and the Record of Call Number for each delivery order for which payment is being requested. See Section G.8 . INVOICE SUBMISSION for more information about submission of a proper invoice.

To record and receive the Record of Call, the Consignees/Ordering Officials as designated in SECTION G. 4. METHOD OF ORDERING, shall comply with the following procedure.

The Record of Call shall be entered into the Delegated Procurement System (DELPRO) at the time the order is placed. As deliveries are made, the receiving information shall be entered into the DELPRO system.

G.8 . INVOICE SUBMISSION

Invoice Instruction for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The invoice instructions and the following directions for the submission of invoices must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 52.213-2.

- (1) Invoices shall be submitted as follows:

An original and two copies to the following designated billing office:

National Institutes of Health
Accounts Payable Section, OFM
Bldg. 31, Room B1B39
31 Center Drive MSC 2045
BETHESDA MD 20892- 2045

One copy to:

Project Officer
National Institutes of Health
Bldg. 13, Room G903
9000 Rockville Pike
BETHESDA MD 20892

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (301) 496-6088.

G.9 . POST AWARD EVALUATION OF PAST PERFORMANCE

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

PART 1 - THE SCHEDULE

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. TYPE OF CONTRACT

This is an Indefinite Delivery Requirements contract with provisions for Firm Fixed Price, and Time and Material delivery orders. The type of contract selected will be determined by delivery order based on the criteria contained in FAR 16.1, Selecting Contract Types. Only one contract type will be used on an individual delivery order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

H.2. MINIMUM AND MAXIMUM AMOUNTS, INDEFINITE DELIVERY REQUIREMENTS

(a) This is an indefinite delivery requirements contract with a base year and 4 option years utilizing, Time and Materials (T&M) and Firm Fixed Price (FFP) delivery orders in accordance with FAR 16.5. The Government may award more than one contract. The estimated contract ceiling will be \$1,000,000 per each year, however, any unused ceiling may be carried over for the duration of the contract period.

(b) The Contracting Officer's decision to issue an order to a particular awardee shall be based on past performance, price, and availability. All delivery orders shall be awarded in full compliance with the "Federal Acquisition Streamlining Act" (FASA) of 1994, the "Federal Acquisition Reform Act" (FARA) of 1996.

H.3. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.5., the contract will consist only of (Year 1) of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-9 set forth in ARTICLE I.5. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform Year(s) 2 through 5) of the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises this option, written notice must be given at least 15 days prior to the expiration date of this contract, and the estimated ceiling of the contract will be increased as set forth in ARTICLE B.2..

H.4 WAGE RATES

The attached wage determination from the Secretary of Labor shall be implemented in accordance with the statutes for labor standards requirements for contracts over \$2,500 involving Services (FAR SUBPART 22.10). (Wage rates determination number: 1994-2103 - Date of last revision 05/31/01.)

Any wage rate modifications published in the Federal Register prior to award shall be effective with respect to that contract unless an extension of the 90 days period has been granted by the Administrator, Wage and Hour Division, Department of Labor.

H.5 Insurance

- A. The Contractor shall, at his own expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and amounts set forth below:

1. Worker's Compensation and Employer's Liability:

Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required except in states with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

2. General Liability:

Contractors are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

3. Automobile Liability:

The Contractor is required to have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

- B. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required by the Schedule, and providing for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

- C. The Contractor shall also require all first-tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required by the Schedule during the entire period of their performance. The Contractor shall furnish (or assure that there has been furnished) to the Contracting Officer a current Certificate of Insurance, meeting the requirements of paragraph 2 above for each first-tier subcontractor, at least five days prior to their entry of personnel to the Government installation.

- D. Current certificates of insurance shall be furnished by the Contractor and first tier subcontractor(s) to the Contracting Officer before starting work under the contract.

H.6. General Conditions

Where the Term "NIH Reservation" appears herein, it shall be defined as also including all "off reservation" facilities.

1. Use of Premises

A. General

- (1) Contractors (including subcontractors), their officials, employees and all other persons visiting or conducting business on the NIH Reservation, Poolesville, MD Reservation and NIEHS, North Carolina Reservation, shall conform to these requirements.

The Prime Contractor shall be responsible for the enforcement of these requirements by his subcontractors.

- (2) Before work is started, the Contractor shall furnish to the NIH Project Officer the name of principal responsible official for the contract plus at least one alternate, with their home addresses and phone numbers, who may be contacted in case of emergencies occurring outside the regular hours of work. Similar information shall be furnished concerning all subcontractors.

- (3) The Project Officer shall act as the liaison between the Contractor and NIH activities to provide or obtain:

- a. Truck routes for delivery of supplies and equipment.
- b. Storage areas for Contractor's materials and equipment (generally limited to the Contractor's site).
- c. Parking areas for Contractor's trucks, cranes, etc., and personal vehicles of Contractor's employees, within limits of space available.
- d. Approvals, clearances, permits, and inspections by NIH activities.
- e. Notification to affected NIH activities regarding interruptions of service and blasting operations.
- f. Compliance of the Contractor with the general and specific requirements listed herein.
- g. All Contractor Employees are required to wear visible I.D. Badges.

- (4) Contractors shall comply with all orders and directions of uniformed NIH Police and Firemen or local jurisdiction for off "reservation" projects.

B. Hours of Work

The Contractor will be permitted to work on the job at the NIH Reservation during regular hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except for the following holidays (some are observed on preceding Friday or following Monday when they occur on Saturday or Sunday):

New Years Day	Columbus Day
Martin Luther King's Birthday.....	Veterans' Day
Presidents Day	Thanksgiving Day

Memorial DayChristmas Day
 Independence DayInauguration Day
 Labor Day

Work at any other time including holidays must be scheduled and requested fifteen (15) calendar days in advance for approval, approved in writing by the Project Officer and the schedule delivered to the NIH Special Police prior to start of work. Tie-ins to existing utilities and services shall be performed during normal working hours.

C. Non-Interruption of Government Activities

- 1) All work areas must be separated from the remainder of the building with smoke tight partitions constructed with non-combustible or fire retardant materials. Barriers must be in place prior to and during all stages of renovation work.
- 2) Interruption or interference with conduct of Government business in other building areas outside the contract area, or damage to existing equipment within the contract area, will not be permitted. To protect Government property and to isolate his work, the Contractor shall provide, at no additional expense to the Government, drop cloths, plastic film draping, taping, barriers, weatherproof closures and/or coverings, and temporary dust-proof enclosures and partitions, and any other appropriate material found necessary. Temporary dust-proof enclosures and partitions shall be provided wherever demolition or construction operations will produce dust or dirt which would be spread by tracking or air currents beyond the immediate area or work. Such enclosures shall be erected structurally sound, and shall be maintained dust proof so as to keep surrounding areas clean and free of dust. Where practical, dust-producing activities shall be kept dampened with water, so as to reduce the generation of dust.
- 3) Temporary dust-proof enclosures will always be required to separate sterile or germ-free areas from the contractor's work area. Materials shall be conveyed inside buildings in and on rubber-tired vehicles provided by the contractor. Use of NIH equipment is prohibited. The use of equipment that produces substantial noise or vibration in buildings, such as pneumatic hammers, etc., is prohibited except in those cases where no other method is available.

D. Utility Shutdowns

- 1) All outages or modifications to the Fire Protection Systems must be scheduled and approved by the Contracting Officer or his/her representative(s).

- 2) Contractors shall not cut, disconnect, switch, open, or alter position of valves, or otherwise interrupt any utility systems, piping systems, electric services, etc. without prior approval of the Project Officer. Shutdown of any utility service which will affect service to any areas other than those in the contract area, must be requested in writing a minimum of fifteen (15) working days in advance, and required written confirmation/approval prior to service interruption. This work shall be accomplished outside normal NIH working hours.

E. Use of Government Building Facilities

Building freight elevators may be used by the Contractor to transport materials only at times when such use does not interfere with normal NIH operations. Elevator use shall be arranged through the Project Officer. The Contractor is responsible for protecting elevator cab interiors from damage. NIH toilet facilities may, in general, be used. However, this privilege will be withdrawn if abused by Contractor personnel.

F. Material Delivery, Storage Areas, and Debris Removal

- 1) Material Delivery. Contractors shall arrange for the deliveries of supplies or material and equipment to the work site or designated storage areas via previously approved routes. Wherever practicable, deliveries shall be made during the regular NIH working hours and only when the Contractor's Representative is available to receive them. If a Contractor's Representative cannot be located, the NIH Police Force has standing instructions not to allow the material to be unloaded at the job site. When deliveries are to be made outside normal NIH work hours, they must be scheduled for a pre-designated time in advance through the Project Officer so that NIH Police can arrange to open (and secure) doors to the building and area. This requirement is necessary to maintain building security.
- 2) Storage of Materials. There is no space available in NIH buildings for the storage of materials and equipment. The Contractor shall be responsible for storing all of the long lead time materials and equipment off the site, and at his expense, during the material and equipment assembly period, and as required by the limitations of his contract area, after on site construction begins. Corridors and other public areas must be kept clear at all times. Materials stored at locations not authorized by the Project Officer are subject to being hauled away by the Government or having the Contractor's progress payments delayed.
- 3) Debris Removal. Removed materials, which are designated in the specifications or drawings as contractor's property, or debris shall be promptly removed from the job site and the NIH Reservation.

Storage and/or collection of debris inside or outside buildings will not be permitted. Contractors shall remove all debris and other material from the job site and Reservation with their own carts, containers, and/or refuse disposal facilities. Government facilities may not be used for this purpose. All interior areas of existing buildings shall be left clean on a daily basis. When debris must be removed from buildings outside normal NIH work hours, it must be scheduled for a designated time in advance (the same as for material deliveries).

- 4) Combustible debris and trash must be removed from the work site daily. DO NOT OVERFILL THE DUMPSTERS, for assistance , consult the Project Officer.
- 5) No corridor or stairwell can be locked, blocked closed, or used for storage without the written permission of the Project Officer.
- 6) Keep passage through all corridors clear and without obstructions at all times. Do not block the emergency egress with construction supplies, equipment or debris. Written permission must be obtained from the Project Officer for temporary storage of supplies.

G. Fire Prevention

- 1) Contractors shall instruct their employees to immediately report any fire to the NIH Fire Department, (dial 911 if the phone is on an NIH exchange or 496-9913 if the phone is not on an NIH exchange) even if the fire has been extinguished. In addition, the NIH Fire Department shall be immediately notified of any hazardous material spill, ambulance or rescue emergency.
- 2) Contractors are responsible for promptly replacing/recharging any self-owned fire extinguisher that has been discharged. If the fire extinguisher is NIH owned, the NIH Fire Department shall be promptly notified for a replacement (dial 496-2372). Portable NIH-owned fire protection equipment shall not be moved unless approved by the NIH Fire Department.
- 3) Contractors shall not use water from fire hydrants or standpipe risers without prior approval from the NIH Fire Department. In the event of actual emergencies, the fire department may discontinue the use of water from fire hydrants and or standpipe risers without advance notice.
- 4) Water pressure surges frequently trip sprinkler system water flow alarms and electric power switching surges can affect fire alarm systems. Therefore, contractors shall not open or close valves to new water lines or switch large electric loads on or off without

notifying the NIH, Office of Resource Management Branch Project Officer and the NIH Fire Department.

- 5) The Contractor shall obtain a Hazardous Work Permit from the NIH Fire Department for any work involving heating, soldering, brazing, gas or electric welding, flame-cutting, tar kettles, salamanders, or other flame or heat-producing devices, both inside and outside buildings. The permit shall be conspicuously posted at the work site at all times. An NIH Hazardous Work "BURN" Permit - (DS FORM 497/4/86) shall be obtained from the FIRE DEPARTMENT (496-2372) prior to welding, cutting, or use of open flame. Consult the Project Officer.
- 6) The Contractor shall provide fire extinguishers, fire blankets and fire watch personnel as required by the Hazardous Work Permit.
- 7) Accumulation of combustible waste material and rubbish is prohibited. Such trash shall be removed promptly from the construction site by the Contractor on a daily basis. Burning of waste material and rubbish is not permitted on the NIH reservation.
- 8) The bulk storage of combustible and flammable building materials in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Good housekeeping shall be maintained and means of egress shall be kept clear at all times.
- 9) The nightly storage of oil painting materials and supplies in corridors, cross-corridor intersections, stairwells, lobbies, and mechanical rooms is prohibited. Such materials shall be kept in locked and ventilated rooms or removed from the building each night.
- 10) The use of equipment fueled by petroleum products such as gasoline and fuel oil, etc. is prohibited in all NIH buildings. The use of propane operated equipment will be approved by the NIH Fire Prevention Section on a case by case basis. If approved, the storage of a flammable liquid in a building will be limited to the fuel tank capacity of such equipment.
- 11) All material used for the erection of temporary dust barriers shall consist of only noncombustible or fire retardant materials. All polyethylene plastic sheeting used for asbestos abatement projects shall be fire retardant treated.
- 12) In the event of an emergency in a construction site that has been secured with a lock and chain, the NIH Fire Department will cut the chain to make entry. If warranted the contractor can obtain a new chain from the NIH Division of Security Operations (Locksmith Shop, Phone 496-3507).

- 13) Maintain a Material Safety Data Sheet binder. The binder shall include all hazardous materials used on the construction site and shall be clearly identified, and easily accessible to the fire department after work hours. The NIH Fire Department shall be notified in writing of the binder location.
- 14) For work within the Clinical Center no window can be opened without the written permission of the Project Officer. The building complex is under negative pressure and incoming air will spread odors or smoke to other occupied areas.
- 15) Penetrations in fire and smoke walls must be properly sealed at the end of each work shift.
- 16) Use of all flammable, oxidizing, or irritating adhesives, cleaners, paints, coverings and compressed gases is restricted. An approved chemical safety site plan must be obtained from the Occupational Safety & Health Branch, Division of Safety (496-2346) prior to the use of the materials. Consult the Project Officer.

H. Security

- 1) Contractors shall be responsible for security of their property and material from theft and vandalism.
- 2) The Government does not accept responsibility for loss or damage to any property or work it has not accepted.
- 3) Contractor's personnel authorized to enter NIH buildings and the National Library of Medicine (excluding Building 10, Clinical Center) between 6:00 p.m. and 7:00 a.m. on weekdays, or any hour on Saturdays, Sundays, or holidays, shall enter and leave by the main entrance of that building and shall sign and enter the time in the official building log, except as may be otherwise arranged/ authorized by the Security Management Branch.
- 4) Contractors shall be responsible for excluding all but authorized persons from their work sites.
- 5) Contractors and their employees shall immediately report any known violations of law or regulations, or the discovery of unaccountable property, either private or Government-owned, to the Project Officer.
- 6) Conduct on Federal Property: Contractors are advised that operating a motor vehicle when entering upon or while on NIH property by a person under the influence of alcoholic beverages, narcotic drugs, including hallucinogens, marijuana, barbiturates or

amphetamines, is prohibited. Entering upon the property, or while on the property, under the influence of, or using, or possessing any narcotic drug is prohibited. Such prohibition shall not apply in cases where the drug has been prescribed by a physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use or possession of alcoholic beverages on NIH property is prohibited unless, upon occasions and at specific locations which the Director, NIH, or his delegated official has for appropriate official uses, granted an exemption in writing.

- 7) Equipment and repair supplies are the responsibility of the worker. Equipment and supplies cannot be left unattended, even temporarily, in any occupied patient care area.

I. Motor Vehicles and Parking Regulations

- 1) All persons driving motor vehicles on the NIH Reservation in connection with contractor business, including the driving of employees' personal vehicles, shall abide by the Conduct of Persons and Traffic on Certain Federal Enclaves, dated July 21, 1980, as a condition of being permitted to enter the Reservation and as part of the contract.
- 2) Parking Policy for Service Personnel and Miscellaneous Contract Employees at the National Institutes of Health (NIH) Bethesda, Maryland Campus

The purpose of this clause is to establish clear directives for parking of Service/contract service vehicles and their personnel. Service/Contract service categories have been established to identify policies specific to individual user groups.

Category 1 - General Labor

All Category 1 parking will be located off-site

The NIH shall require that contractors for projects in excess of \$10 million (Service contract award amount) provide off-site parking and shuttle service for their workers for the duration of their project. This cost shall be borne by the contractor.

The NIH will make available off-site satellite lots and shuttle service to contractors for projects less than \$10 million (Service contract award amount) within limits of space availability. Currently, 150 spaces are available at Pooks Hill Marriott. Such space will be provided on a first come, first serve

basis. Shuttle services will be provided between the hours of 5:45 a.m. and 7:00 p.m.

Service workers are strictly prohibited from parking their personal vehicles on the NIH campus *including* visitor parking areas between the hours of 7:00 a.m. and 7:00 p.m. Construction workers may park in the general employee parking: i) outside this time period, ii) during federal holidays, and iii) on weekends.

Category 2 - Specialty Contractors (effective October 1, 1997)

Includes smaller job contractors who work out of their vehicles for projects of short duration and no staging area is provided. (This would include elevator contractors, plumbing contractors, etc.)

Specialty contractors shall use paid visitor lots. This cost shall be borne by the contractor.

When it is *essential* that the specialty contractor's vehicle be in close proximity to the work area, the contractor may request special exception through the Project Officer. The Project Officer will notify the Division of Public Safety for specific instructions.

Category 3 - Contractors with Approved Staging Areas

Includes contractors with approved staging areas. This would include general contractors as well as their subcontractors.

Properly marked company vehicles and equipment required in the performance of their project shall be permitted to park within their approved staging areas. Personal vehicles are prohibited from parking within the staging areas.

Category 4 - Full Time Service Consultants for Design Activity

Properly marked company vehicles required as part of their work shall be permitted to park within their approved staging areas. Personal vehicles are prohibited from parking within the staging areas.

Personnel in a continuing role on project sites may be provided parking permits in accordance with

NIH parking policies by request through their Project Officer.

Off-site consultant personnel shall use paid visitor parking areas.

- 3) When contractor trucks are to be parked adjacent to a building for loading or unloading materials for a period longer than just a routine delivery, approval must be obtained from the Project Officer who will notify the NIH Police Section. During the course of a job, as space needed for truck parking changes, the Contractor shall inform the Project Officer who will clear the need through the NIH Police Section.
- 4) Contractors and subcontractors shall use only truck routes designated by the Project Officer for deliveries of material and other contract operations. Designation of truck routes shall be requested and approved before the start of construction. Contractors shall be responsible for notifying all suppliers to make deliveries via the designated routes.
- 5) Vehicles operated over station roads in connection with contract work shall be loaded so as to minimize spillage of dirt, gravel, and other debris. The Contractor shall remove inadvertent spillage of nails, construction materials, scrap, etc., immediately. Dirt and gravel spillages or accumulations shall be removed as soon as practicable and as satisfactory to the Project Officer, but in every case it shall be removed no later than the end of each workday.
- 6) The driver of any vehicle involved in an accident on the NIH Reservation or other NIH facilities shall stop and render aid as required. The accident shall be reported as soon as possible in person or by telephone to the NIH Police Section. Drivers of the vehicles involved shall remain until released, and shall furnish such reports of the accident as required.
- 7) When closing of roads or lots is necessary for a contractor to perform work, notify the Project Officer at least ten working days in advance, so that the action may be cleared through the NIH Police Section. Once approval is granted, contractors shall provide their own barricades and cones and block off the area themselves.

J. Grounds, Roads, and Walkways

- 1) Contractors shall perform their work in such a manner as to cause minimum damage to roads, walkways, and plantings, including lawns, shrubs, and trees. Any damaged items not specifically designated in the contract specifications for demolition, removal or alteration shall be restored to original condition or replaced, as

satisfactory to the Project Officer. Ground areas disturbed during construction shall be landscaped and planted to original condition as promptly as possible. During the progress of the contract the Contractor shall, within the construction area, protect and maintain all plant material including lawns and temporary ground cover by mowing, spraying, watering, etc., sufficient to provide a level of maintenance conforming to that of other areas of the Reservation, and at no time shall weeds or undesirable grasses be allowed to seed.

- 2) Contractors shall not create obstruction to the flow of traffic on NIH roadways, including temporary reductions in horizontal or vertical clearances, except in accordance with schedules and by such means satisfactory to the Project Officer.

K. Sanitation

- 1) Contractor's food service facilities must meet all local food service ordinances and be approved by the NIH Sanitarian before operating. The facilities must be open for inspection by the NIH Sanitarian at all times. The Contractor shall arrange for approval through the Project Officer.
- 2) Contractors shall maintain their working areas free from food debris and wrappers. Contractors shall provide covered trash containers in the number and type approved by the NIH Sanitarian, and shall be responsible for the sanitary collection and prompt removal of trash in these containers from the NIH grounds.
- 3) All temporary toilets used by the Contractor must be approved as to number, location, and construction by the NIH Sanitarian. The Contractor will make arrangements to secure this approval with the Project Officer.
- 4) The NIH Sanitarian will periodically inspect the site for the presence of insects and rodents. If a significant problem related to contractor activities is found, NIH authorities will institute action to eradicate the infestation, back charging the Contractor for this service.

L. Protection

- 1) When the nature of work prevents the isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as posting signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.

- 2) When work is performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exist, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- 3) Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Contracting Officer or his/her representative(s).

M. Hazardous Materials/Environmental Protection

- 1) For definition of Hazardous Material refer to hazardous materials/substances included in subparts H and Z of 29 CFR 1910; and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed on-fireproofing, boiler lagging, and pipe covering.
- 2) The contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he or she encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the contractor shall perform tests to determine if the material is hazardous. If the Contracting Officer directs the contractor to perform tests, and/or the material is found hazardous and additional protective measures are needed, a contract change may be required subject to the "Differing Site Conditions" clause (FAR 52.236-2) incorporated by reference under Article G of the clauses of the Construction Contract.
- 3) Special facilities, devices, equipment, clothing, and similar items used by the contractor in the execution of the work shall comply with the applicable regulations.
- 4) If hazardous materials are disposed of off site, submit copies of permits from applicable, Federal, State, or municipal authorities.
- 5) The contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to health and safety of personnel during execution of work, and shall hold the Government harmless for any action on his/her part or that of his/her employees or subcontractors which results in illness, injury or death.

- 6) The contractor shall comply with all Federal, State and Local Laws and Regulations pertaining to Environmental compliance together with all provisions listed in the Statement of work.
- 7) Other Laws and Regulations: Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and Local Laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous waste, pollution prevention, and environmental hazardous materials.

H.7. Proposal Submission due to Change

- A. The Contractor shall submit a proposal for all changes in the work within 30 days from the effective date of the change order or request for proposal. With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit separately an itemized breakdown that will include but not be limited to the following:
 - 1) Material quantities and unit price. (Separated into trades)
 - 2) Labor Costs (Separate into labor classifications and hourly rates)
 - 3) Construction Equipment
 - 4) Workmen's Compensation
 - 5) Overhead
 - 6) Profit
 - 7) Employment taxes under FICA, FUTA and SUTA
 - 8) Sales Tax
 - 9) Direct Performance Time of Change
 - 10) Impact on Schedule, if any.
 - 11) Impact Costs, if any.
- A. In considering proposals for changes involving added work, omitted work, or any combination thereof, estimates will be checked in detail by the National Institutes of Health, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.
- B. When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, NIH may direct the Contractor to proceed immediately with the work.
- C. Proposals and breakdown should be submitted as promptly as possible, but in no event later than 30 days.
- D. All proposals shall be submitted in accordance with the requirements of FAR 15.8. Should a proposal cost exceed \$500,000 for a change, certified cost or pricing data should be submitted on SF1411 in a format which satisfies the requirements of FAR 15.804-6. When certified cost or pricing data are required, the contractor shall submit an executed Certificate of Current Cost or Pricing Data as soon as practicable after price agreement is reached.

No percentages for overhead and profit shall be allowed on FICA, FUTA, SUTA, Workman's Compensation, office supervisors and assistants, field supervision, use of small tools, incidental job burdens, and general office expense. The percentages for overhead and profit to be allowed by NIH may vary according to the nature, extent, and complexity of work involved.

On proposals involving both increases and decreases in the amount of the contract, overhead and profit will be allowed on the net increases only. On net decreases, corresponding overhead and profit will be deducted.

When change proposals are not submitted with a Time Impact Analysis, it is mutually agreed that the particular change order, modification, delay or Contractor request does not require an extension of the contract time (or milestone).

- E. Any proposal for delay and impact costs that is not submitted within 60 days after completion of the work identified in the change will not be considered. This requirement is in addition to the scheduling updates required for construction of the project. If there are circumstances which prevent the contractor from ascertaining delay for impact during this time, a status update, including but not limited to a critical path analysis, shall be submitted within this time and at 60 day intervals thereafter, explaining why the contractor cannot yet know the extent of the impact. If this is not done, a claim for delay will not be considered unless special circumstances are shown. This requirement is necessary to enable the government to respond to any claims for delay in light of conditions then current.

G. Proposal Instructions For Change Orders

- 1) The cost proposal for any changes submitted shall be fully supported adequately enough to establish the reasonableness of the proposed amount. A breakdown should be provided for each cost element, i.e. direct labor (by discipline and hourly rate) cost of materials, cost of equipment, etc. A breakdown should also be provided for each proposed labor burden, profit, overhead rate, etc.
- 2) For each equipment item and each subcontract exceeding \$25,000.00, three bids are to be obtained and the lowest of these bids is to be proposed. If the proposed bid is not the lowest bid, justification for proposing the higher bid is to be submitted. Copies of the unsuccessful bids are to be submitted for all competed items and subcontracts.
- 3) Proposals and breakdown should be submitted as promptly as possible.

H.8. Performance and Payment Bond Requirements

Not Applicable

H.9. Safety and Health

Contractors shall be required to comply with the regulations issued by the Secretary of Labor pursuant to Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C 333) entitled "Safety and Health Regulations for Construction" (29 CFR Part 1926)(PHSAR 352.223-71, APR 1984).

H.10. Submittals

A. Additional Information Relating to - Specifications and Drawings For Services:

1. Regulations regarding specifications and drawings also include any samples of material requested.
2. Submittal data shall be coordinated so that all interdependent component parts and systems of the installation are included in a single coordinated submittal.
3. Submittal data shall be reviewed by the General Contractor for compliance with specification requirements, coordination, etc., prior to submittal and shall be so certified on the submittal by appropriate stamp and/or notation.
4. All submittal data shall be delivered at the Contractor's expense unless otherwise specified. Submittal data shall be submitted, plus any additional copies which the Contractor wishes returned to him. Submittal data shall be accompanied by a letter of transmittal setting forth:
 - a. The date
 - b. The name of the project
 - c. Appropriate description of submitted items, including reference to specification paragraph, submittal summary sheet item number, etc.

- A. The Contractor shall submit and have reviewed all data and samples required before 20% of the contract period has expired.
- B. Approved samples not destroyed in testing will be sent to the Project Officer at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples. Samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.
- C. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.
- D. Samples of various materials or equipment delivered on the site or in place may be taken by the Project Officer for testing. Samples failing to meet contract requirements will automatically void previous approval of test items tested. The Contractor shall replace such materials or equipment to meet contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.
- F. The Contractor shall keep an approved copy of all shop drawings and other submittal data.

H.11. Project Record Drawings

- A. The Contractor shall set aside at the site one set of Contract Drawings to be used as Project Record Drawings (As-Built).
- B. The Contractor shall record on the Project Record Drawings all changes to accurately show as-built conditions.
- C. Use colored pencils for notes, sketches, cross references to drawing details, etc. Pasted-on data, sketches, etc., will be accepted provided they do not cover any of the drawing data, manufacturers' names, model numbers, size, rating, etc., of equipment.
- D. The Project Officer must review and concur with all data placed on the drawings. The completed Project Record Drawings shall be given to the Project Officer at the conclusion of the job. Approval of monthly invoices shall be contingent on whether the as-built's are current.

- E. The Contractor shall perform field surveys, identifying existing conditions to ascertain items necessary to accomplish the project.
- F. If requested, the Contractor shall provide planning and coordination sketches and/or drawings showing the proposed connections, circuitry, etc. Sketches and/or drawings shall be submitted to the NIH Project Officer for review and approval prior to the start of work.
- G. Contractor Quality Control (CQC) shall be the responsibility of the Contractor. Contractor shall submit for each task (if specified in the task order technical specification) a CQC plan using the 3 phases of control and implement it throughout the project period.

H.12. Reporting Matters Involving Fraud, Waste, Abuse:

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is 1-800-HHS-TIPS (1-800-447-8477). All telephone calls will be handled confidentially. The e-mail address is Htips@os.dhhs.gov and the mailing address is:

Office of Inspector General
Department of Health and human Services
TIPS HOTLINE
P.O. Box 23489
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www1.od.nih.gov/oma/oma.htm>).

H.13. Press Releases

Pursuant to Section 508 of Public Law 105-78, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money that: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

PART II - CONTRACT CLAUSE

SECTION I CONTRACT CLAUSES

I.1 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract notice to proceed date through contract completion date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.2 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum Order - When the Government requires supplies or services covered by this contract in an amount of less than \$100 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order - The Contractor is not obligated to honor
 - (1) Any order for a single item in excess of the ceiling for the contract
 - (2) Any order for a combination of items in excess of the ceiling for the contract; or
 - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph b(1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3. FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days .

(End of clause)

I.4. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.5. BUY AMERICAN ACT BALANCE OF PAYMENTS PROGRAM- SUPPLIES (Feb 2002)

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means—

- (1) An un-manufactured end product mined or produced in the United States; or
- (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind

as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

(End of clause)

(c) *Request for determination.*

(1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic service materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(I) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph c of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Any contract awarded from this RFP will contain the following article:

I.6 SERVICE CONTRACT ACT OF 1965, as Amended

This contract is subject to the Service Contract Act of 1965, as amended. The following clauses are hereby incorporated and made part of this contract. All clauses incorporated by reference have the same force and effect as if they were full text.

Upon request, the Contracting Officer will make their full text available.

- a. FAR Clause 52.222-41, Service Contract Act of 1965, as amended (MAY 1989).
- b. FAR Clause 52.222.42, Statement of Equivalent Rates for Federal hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefit</u>
Carpenters	18.05/hr
Skilled Laborers	13.85/hr
Laborer	10.05/hr

(End of Clause)

- c. FAR Clause 52.222-43, Fair labor Standards Act and service contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

I.7 FAR 52.532-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (May 1999)

(a) *Method of Payment*

- 1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- 2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either

- I. Accept payment by check or some other mutually agreeable method of payment; or

- II. Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b)Mandatory Submission of Contractor's EFT Information

- 1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by *[the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]*. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- 2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT Payment

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of Payment

- 1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- 2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT.

However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for Uncompleted or Erroneous Transfers

- 1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for –
 - i. Making a correct payment;
 - ii. Paying any prompt payment penalty due; and
 - iii. Recovering any erroneously directed funds.
- 2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - I If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - II If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) *EFT and Prompt Payment*

A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and Assignment of Claims*

If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the

assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for Change of EFT Information by Financial Agent*

The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment Information*

The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT Information*

The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph c of this clause.

- 1) The contract number (or other procurement identification number).
- 2) The Contractor's name and remittance address, as stated in the contract(s).
- 3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information
- 4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- 5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- 6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- 7) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of Clause)

I.8. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APRIL 1984)

Funds are not presently available for the performance under this contract beyond Government's fiscal year end. The Government's obligation for the performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for the performance and until the Contractor receives notice of the availability, to be confirmed in writing by the Contracting Officer.

I.9. AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)**(a) FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES**

FAR	
<u>CLAUSE NO</u>	<u>CLAUSE TITLE AND DATE</u>
52.202-01	DEFINITIONS (OCT 1995), ALTERNATE I (DEC 2001)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEE (APR 1984)
52.203-06	RESTRICTIONS TO SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)

52.203-08	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JANUARY 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JANUARY 1997)
52.203-12	LIMITATION ON PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.216-25	CONTRACT DEFINITIZATION (OCT 1997)
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.217-8	OPTION TO EXTEND SERVICES (NOV 99)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OVER \$100,000)(OCT 1999)
52.219-07	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE
52.222-03	CONVICT LABOR (AUG 1996)
52.222-20	WALSH HEALY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-41	SERVICE CONTRACT ACT OF 1965 (MAY 1989)
52.222-26	EQUAL OPPORTUNITY (FEB 1999)
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (DEC 2001)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)

52.225-01	BUY AMERICAN ACT - BALANCE OF PAYMENTS - SUPPLIES (FEB 2002)
52.225.13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03	PATENT INDEMNITY (APR 1984)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
52.229-05	CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
52.232-01	PAYMENTS (APR 1984)
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2002)
52.232-08	DISCOUNT FOR PROMPT PAYMENT (FEB 2002)
52.232-09	LIMITATION ON WITHOLDING PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (FEB 2002)
52.232-32	PERFORMANCE BASED PAYMENTS (MAY 1997)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
52.233-01	DISPUTES (DEC 1998) ALTERNATE 1 (DEC 1991)
52.233-03	PROTEST AFTER AWARD (Aug 1996)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-3	CHANGES – TIME & MATERIALS & LABOR HOURS (SEP 2000)
52.244-02	SUBCONTRACTS (AUG 1998)
52.242-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR-HOUR CONTRACT) (JAN 1986)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
52.245-06	TERMINATION (COST-REIMBURSEMENT, TIME AND MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(APR 1984)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

(b) DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION
REGULATION (HHSAR)

HHSAR

CLAUSE NO

TITLE AND DATE

352.202.01	DEFINITIONS (JAN 2001)
352.223-70	SAFETY AND HEALTH (JAN 2001)
352.228-07	INSURANCE -LIABILITY TO THIRD PERSON (DEC 1991)
352.232-09	WITHHOLDING OF CONTRACT PAYMENTS (APR 1984)
352.233-70	LITIGATION AND CLAIMS (APR 1984)
352.243-3	CHANGES – Time and Materials & Labor Hours (SEP 2000)
352.249-14	EXCUSABLE DELAYS (APR 1984)
352.270-04	PRICING OF ADJUSTMENTS (APR 1984)
352.270-05	KEY PERSONNEL (APR 1984)
352.270-06	PUBLICATION AND PUBLICITY (JUL 1991)
352.270-07	PAPERWORK REDUCTION ACT (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J LIST OF ATTACHMENTS

1. Disclosure of Lobbying Activities (SFLLL.FP3 & SFLLLA.FP3).
2. Wage Rate Determination (WD No. 94-2103, Rev 24), 10 pages as amended on 05/31/2001. (Prevailing wage rates can be obtain upon request.)
3. Past Performance Questionnaire, OMB Clearance No. 9000-0142, 5 pages

Footnotes:

1. These forms will be attached to any contract resulting from this RFP
2. These forms must be completed (where applicable) and submitted with the Business Proposal.
3. These forms are for informational purposes only.
4. Complete the forms as soon as possible and return as indicated on the forms.

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. Initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier_____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s))			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: Yes No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only				Authorized for Local Reproduction Standard Form--LLL	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page ____ of ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE**

Please complete the following questionnaire and return via regular mail or fax to the attention of:

_____ by _____
(Name) (Date)

(Address)

(Fax Number)

This survey pertains to:

Department/Component:

Contract Number: _____ **Date of Survey:**

Name of Person Completing Survey:

Signature of Person Completing Survey:

Your Company/Agency:

Your Role in this Contract (*circle one*):

Contracting Officer Contract Specialist Project Officer Other

Contract Value (*including options*): \$

Performance Period:
(including option periods)

Type of Contract:

Approximate percentage of work being performed (or completed) by subcontractor(s): _____%

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

Information on subcontractor(s) (where more than ___% of work was completed by the subcontractor):

_____	_____	
Subcontractor	Program Manager	Phone
_____	_____	
Subcontractor	Program Manager	Phone
_____	_____	
Subcontractor	Program Manager	Phone

General description of products/services required under the contract:

RATINGS

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Commentary to support rating shall be noted on page 4.

Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or 5 (Outstanding). Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating. If you do not have enough personal knowledge or feedback from internal customers who directly received products and services from the contractor to make a determination on any of the performance criteria below, please circle "N/A" (not applicable/no opinion).

QUALITY OF SERVICE

1.	Compliance with contract requirements						
	0	1	2	3	4	5	N/A
2.	Accuracy of reports						
	0	1	2	3	4	5	N/A
3.	Effectiveness of personnel						
	0	1	2	3	4	5	N/A
4.	Technical Excellence						
	0	1	2	3	4	5	N/A

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

COST CONTROL

- | | | | | | | | |
|----|---|----------|----------|----------|----------|----------|------------|
| 1. | Record of forecasting and controlling target costs | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 2. | Current, accurate and complete billings | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 3. | Relationship of negotiated costs to actuals | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 4. | Cost efficiencies | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |

TIMELINESS OF PERFORMANCE

- | | | | | | | | |
|----|--|----------|----------|----------|----------|----------|------------|
| 1. | Met interim milestones | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 2. | Reliability | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 3. | Responsive to technical direction | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 4. | Completed on time including wrap-up and contract administration | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 5. | Met delivery schedules | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 6. | Liquidated damages assessed: Yes No (circle one) | | | | | | |

BUSINESS RELATIONS

- | | | | | | | | |
|----|--|----------|----------|----------|----------|----------|------------|
| 1. | Effective management, including management of subcontracts | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 2. | Reasonable/cooperative behavior | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 3. | Responsive to contract requirements | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 4. | Notification of problems | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 5. | Flexibility | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 6. | Pro-active vs reactive | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |
| | | | | | | | |
| 7. | Effective small/small disadvantaged business subcontracting program | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | N/A |

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

CUSTOMER SATISFACTION

1. **The contractor is committed to customer satisfaction.**
 Yes No (*circle one*)

2. **Would you recommend selection of this firm again?**
 Yes No (*circle one*)

ADDITIONAL COMMENTS

PAST PERFORMANCE INFORMATION
NIH CONTRACTOR PERFORMANCE RFP CUSTOMER SURVEY QUESTIONNAIRE

Rating Guidelines

	QUALITY OF PRODUCT OR SERVICE	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
0-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/ service/ administrative issues is not effective
1-Poor	Major problems have been encountered	Contractor is having major difficulty managing costs effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is marginally effective
2-Fair	Some problems have been encountered	Contractor is having some problems managing costs effectively	Contractor is having some problems meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is somewhat effective
3-Good	Minor inefficiencies/ errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is usually effective
4-Excellent	Contractor is in compliance with contract requirements and/or delivers quality products/services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/ service/ administrative issues is effective
5-Outstanding: The contractor has demonstrated an outstanding performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."				

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|---------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION) |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.204-6 | Data Universal Numbering System (DUNS) Number |
| 6. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 7. | FAR 52.215-6 | Place of Performance |
| 8. | FAR 52.219-1 | Small Business Program Representations |
| 9. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 11. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 12. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 13. | FAR 52.222-21 | Certification of Nonsegregated Facilities |
| 14. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 15. | FAR 52.222-25 | Affirmative Action Compliance |
| 16. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements |
| 17. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 18. | FAR 52.223-4 | Recovered Material Certification |
| 19. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 20. | FAR 52.225-2 | Buy American Act--Balance of Payments Program Certificate |
| 21. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate |
| 22. | FAR 52.225-6 | Trade Agreements Certificate |
| 23. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 24. | FAR 52.227-6 | Royalty Information |
| 25. | FAR 52.230-1 | Cost Accounting Standards Notices and Certification |
| 26. | ----- | Certification Regarding Environmental Tobacco Smoke |
| 27. | ----- | Certification of Institutional Policy on Conflict of Financial Interest |
| 28. | FAR 15.406-2 | Certificate of Current Cost or Pricing Data |

To Be Completed by the Offeror: (The Representations and Certifications must be executed by an individual authorized to bind the offeror.) The offeror makes the following Representations and Certifications as part of its proposal (check/complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUNE 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

6. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

- (B) Have ☐ , have not ☐ , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ , are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (ii) The Offeror has ☐ , has not ☐ , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

7. 52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address
(City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent

8. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

- (c) **Definitions.** As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
- (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

ALTERNATE I (OCTOBER 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

9. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small

Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror ☐ is, ☐ is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months(**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

10. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last three fiscal years (**check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (Check one of the following.)

<u>No. of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 -250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

The ten targeted industries are as follows:

<u>Product Service Code</u>	<u>SIC Code</u>	<u>Description</u>
G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834	Drugs and Biologics
	2835, 2836	
7045	3572, 3695	ADP Supplies
	5065	
7110	5021	Office Furniture
7510	5112	Office Supplies

11. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$100,000 under the SIC Major Groups for which a price evaluation adjustment is applicable.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
 - (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - [] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
 - [] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (2) [] **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Applies when price evaluation adjustment for small disadvantaged business concerns is authorized on a regional basis. Designated regions by Major SIC Category can be found at <http://www.arnet.gov/References/sdbadjustments.htm>. Currently, this includes SIC Major Industry Groups 15, 16, 17 which are all construction related groups.)

As prescribed in 19.306(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address_____is, _____is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm> The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

12. 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (MAY 2001)

(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)

a. Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- b. Listed end products.** The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

- c. Certification.** The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- [] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

13. **52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 1999)**

- (a) *Segregated facilities*, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

14. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

15. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

16. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

17. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the

contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

18. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

19. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCTOBER 2000)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States (the "United States" includes any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, and any other territory or possession over which the United States has jurisdiction)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following

reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

20. **52.225-2 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate, or 52.225-6, Trade Agreements Certificate) apply.]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (b) Foreign End Products:

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

21. **52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (FEBRUARY 2000)**

[Note: This provision is applicable for requirements with a value exceeding \$25,000 but less than \$186,000 EXCEPT for 1) foreign acquisitions or 2) acquisitions that are exempt from NAFTA and the Israeli Trade Act. (See FAR 25.401).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value exceeds \$25,000 but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

Line Item No.: _____
(List as necessary)

ALTERNATE II (FEBRUARY 2000) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$53,150.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

22. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (FEBRUARY 2000)**

[Note: This provision is applicable for acquisitions valued at \$186,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

23. **52.226-2 HISTORICALLYBLACKCOLLEGEORUNIVERSITYANDMINORITYINSTITUTIONREPRESENTATION**
- (MAY 2001)

- (a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation.* The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

24. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

25. **52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48 CFR 9903.201-2(C)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and;
- (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable.. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation).

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.
(ALTERNATE I - APRIL 1996)

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903-202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (*check one and complete*):

☐ (i) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards Clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

26. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE (DECEMBER 1994)

(Note: This certification applies only to those contract which contain provisions for children's services. The offeror's signature on the face page of these Representations and Certifications constitutes certification by the submitting organization of its compliance with the Act.)

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

27. **CERTIFICATION OF INSTITUTIONAL POLICY ON CONFLICT OF FINANCIAL INTEREST (OCTOBER 1995)**

(Note: This certification is applicable to Research and Development (R&D) Contracts. However, this certification does not apply to SBIR-Phase I contractors.)

By submission of its offer, the offeror certifies that:

- (1) A written and enforced administrative process to identify and manage, reduce or eliminate conflicting financial interest with respect to all research projects for which funding is sought from the NIH is [], is not [] currently in effect.
- (2) Should a process not be in effect at the time of the submission of its offer, the offeror certifies that it will, no later than 30 days subsequent to submission of its offer or prior to award, whichever is earlier, notify the Contracting Officer of the establishment of a written and enforced financial conflict of interest policy.

28. **15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA**

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.)

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of Certificate)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
1. GENERAL INFORMATION

a. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (October 1997)]

(a)*Definitions*. As used in this provision-

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals*. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Late proposals and revisions.* (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the

Government infrastructure not later than 4:00 p.m. one working day prior to the date specified for receipt of proposals; or

- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or

withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

- (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-
- (1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

Alternate I (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

- (f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

c. SIC CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in

completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (JANUARY 1997), FAR Clause 52.219-1.

- (1) The standard industrial classification (NAICS) code for this acquisition is 235520.
- (2) The small business size standard is \$11.5M.
- (3) This is a small business set aside competitive acquisition.

d. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that a Single/multiple Award will be made from this solicitation and that the award(s) will be made on/about May 8, 2002.

It is anticipated that the award(s) from this solicitation will be Firm-Fixed Price type contract with Time and Materials provisions. The period of performance is anticipated to be a Base year of twelve months with four twelve-month option periods.

e. PRE-PROPOSAL/SITE VISIT CONFERENCE

A pre-proposal/site visit conference will be held with prospective offerors at NIH, Bldg. 13 Conference Room on April 11, 2002, at 10:00am. The pre-proposal conference will be held for the purpose of providing information concerning the Government's requirements, which may be helpful in the preparation of proposals and for answering any questions, which you have regarding this solicitation.

As prescribed by FAR 52.237-1 Site Visit - (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

The success of this type of conference depends largely on the lead-time available to the Government for research in connection with questions submitted by offerors. Therefore, you are requested to mail written questions concerning any areas of uncertainty, which, in your opinion, require clarification or correction, in sufficient time to be received on or before 4:00 p.m., April 8, 2002, at the address cited in the cover letter.

Your questions should be submitted to the **Contract Specialist, Lisa Schneider** and the envelope should be marked, **"Pre-proposal/site visit conference, RFP No. 263-02-P(CW)-0010."** A set of all questions and answers will be furnished

simultaneously to all prospective offerors whether or not they are in attendance.
You may fax your questions to the Contract Specialist at 301/480-7250 or submit them via e-mail to LS113o@nih.gov.

Because of space limitations, each prospective offeror shall be limited to a total of 2 representatives.

Attendance at the pre-proposal conference is recommended; however, attendance is not a prerequisite for proposal submission and will not be considered a factor in proposal evaluation.

f. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

g. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

h. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

i. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

2. INSTRUCTIONS TO OFFERORS

a. GENERAL INSTRUCTIONS

INTRODUCTION

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

(1) Contract Type and General Clauses

It is contemplated that a Firm- Fixed Price, Time & Materials, Indefinite Delivery-Requirements type contract with a Base year of twelve months with four twelve month option periods.

Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

(2) Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in one original and five copies, to the address indicated on the Standard Form 33 hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

I. COVER PAGE

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

II. TECHNICAL PROPOSAL

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the

Business Proposal Instructions and as specified in SECTION J,
List of Attachments.

(3) Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

(4) Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

(5) Confidentiality of Proposals

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number,

paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal; the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification)

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

(6) Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in Part IV, Section M of this RFP.

(7) Potential Award Without Discussions

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

(8) Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurement, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) Selection of Offerors

- a) The technical portion of each proposal will be evaluated by a technical evaluation committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance

information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

- d) If the Government intends to conduct discussions prior to awarding a contract, the Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range. While it is NIH's policy to conduct discussions with all offerors in the competitive range, NIH reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 31551.670.
- e) Best Value Analysis. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
- f) The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet Government requirements. Synopses of awards exceeding \$25,000 will be published in the FedBizOpps.

(10) Past Performance Information

- a) Offerors shall submit the following information as part of their technical proposal.

A list of the last 3 contracts completed during the past 5 years, and the last 3 contracts currently in process that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors

that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

- (11) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

a) Facsimile Proposals, FAR Clause 52.215-5 (October 1997)

b. TECHNICAL PROPOSAL INSTRUCTIONS

The technical portion of the proposal will be an important consideration in the award of this contract. The technical proposal should be in as much detail as deemed necessary to fully explain the approach and method of performing the work. The proposal should reflect a clear understanding of the scope of work. The technical proposal must include information on how the project will be organized, staffed, and managed.

The evaluation will be based on the demonstrated capabilities of the prospective contractors to respond to the needs of the service as set forth in SECTION C of this Request for Proposal. The offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Failure to provide the information required to evaluate the proposal may result in the rejection of the proposal without further consideration.

(1) Technical Discussions

The technical discussion included in the technical proposal should respond to the items set forth below:

a. Understanding the NIH requirements:

(1) The offeror's proposal shall demonstrate a complete understanding of the scope of work and the various requirements to be performed within the constraints and conditions specified in Section C. Provide evidence of labor force, material availability, and specialized preparation tools (i.e. shot blaster, railing bender, ceiling lazer-level) on hand at a local facility owned or leased by the Offeror and that such facility shall be available to the Offeror for the duration of this contract. Demonstrate the ability to meet scheduling restraints and establish evidence of meeting deadlines.

b) Personnel

(1) Offerors shall provide a staffing plan to perform this contract. It includes a list of personnel who will be assigned to this contract, their training and experience, length of service, position they currently occupy and the name of a key contact person

- (2) Resumes of all installers with a minimum of 5 years experience in each trade are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

Corporate Experience and Past Performance

- (1). Offerors must demonstrate a minimum of five (5) years experience in the inspection, maintenance, repair, and installation of epoxy floors and 3 years experience in the other two divisions identified in Section C that offerors wish to provide the service. Offerors shall demonstrate the ability to commit staff having the qualifications, experience and skills to perform the contract. Offerors may include any other factors that they feel that are important to this project.
- (2) Offerors shall provide a list of references, at least three (3), either Government or Commercial demonstrating experience in inspection, maintenance, repair and installation of the all required trades in Section C. If Government contracts provide contract numbers, contracting officers with address and telephone numbers, project officers or other contacts. For other than Government contracts provide name, addresses and telephone numbers of contact persons.

(2) Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M. 3., hereof).

(3) Additional Technical Proposal Information

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only, and

which may subsequently be influenced by information in the responses to the Past Performance Survey.

(4) Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

c. BUSINESS PROPOSAL INSTRUCTIONS

(1) Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

(2) Proposal Cover Sheet

The following information shall be provided on the first page of your pricing proposal:

- 1. Solicitation, contract, and/or modification number;
- 2. Name and address of Offeror;
- 3. Name and telephone number of point of contact;

4. Name, address, and telephone number of Contract Administration Office, (if available);
5. Name, address, and telephone number of Audit Office (if available);
6. Proposed cost and/or price; profit or fee (as applicable); and total;
7. The following statement: By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.
8. Date of submission; and
9. Name, title and signature of authorized representative.

This cover sheet information is for use by offerors to submit information to the Government when cost or pricing data are not required but information to help establish price reasonableness or cost realism is necessary. Such information is not considered cost or pricing data, and shall not be certified in accordance with FAR 15.406-2.

(3) Information Other than Cost or Pricing Data

- a) The information submitted shall consist of data to permit the Contracting Officer and authorized representatives to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs (when sufficient information on labor and overhead rates is already available), or information on prices and quantities at which the offeror has previously sold the same or similar items.

Any information submitted must support the price proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representative to evaluate the documentation.

[Unless otherwise stated in this solicitation, the information may be submitted in the offeror's own format.]

(4) Qualifications of the Offeror

- a) You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts"

(1) General Experience

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

(2) Organizational Experience Related to the RFP

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

(3) Performance History

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

(4) Pertinent Contract

Pertinent contracts is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and while not an evaluation factor they are considered in the source selection process.

(5) Other Administrative Data

a. Property

(1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:

- (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
- (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

(2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.

(1) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

(6) Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.

- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

(7) Offeror's Annual Financial Report

All offerors included in the competitive range will be required to submit a copy of the organization's most recent annual financial report.

OR

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

(8) Representations and Certifications

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS FOR AWARD

M.1. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options. (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 GENERAL

The major evaluation factors for this solicitation include technical, past performance factors and cost/price factors. Separate past performance and cost/price evaluations will be performed. Inter-relationships of these elements will be assessed consistent with the regulations concerning the considerations of cost and other factors in determining contract award. Technical factors are of paramount consideration in the award of the contract. Both performance capability and cost/price are also important to the overall contract award decision. Therefore, offerors are reminded that award will be made to that offeror whose proposal provides the combination of features that offers the best overall value to the Government. The determination of best value will be made by comparing the differences in the value of past performance with the differences in the cost proposed. In making this comparison, the Government is more concerned with obtaining performance capability superiority rather than lowest overall cost. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior past performance. Overall cost to the Government may become the ultimate determining factor for award of a contract as proposals become more equal based on the other factors.

M.3 BUSINESS-EVALUATION

To be considered responsive to this solicitation, the offeror shall offer fixed unit prices for all items listed in Section B for the basic contract period and each separate option period.

M.4 EVALUATION AND AWARD CRITERIA

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The contract(s) resulting from this solicitation will be awarded to the responsible offeror(s) whose offer, conforming to the solicitation offers the best advantage to the Government.

Evaluation criteria and possible scores are as follows:

TECHNICAL EVALUATION CRITERIA - TOTAL POSSIBLE POINTS: 100

Qualifications of Key Personnel (10 points)

The personnel to be used under this contract will be evaluated on the basis of experience and qualifications. The personnel shall be appropriate to the level and kind of work required. Qualifications and experience will be evaluated as follows:

Project Manager and Alternate:

The project manager and alternate shall be a senior staff member of the company. A minimum of (5) five years experience in coordinating projects of a similar nature as specified in the statement of work is required.

Installers:

Epoxy Installers must have approval or certification in writing by the manufacturer of the self leveling flooring system that the installer is qualified to install their flooring system. Installers must have a minimum of five (5) years of satisfactory experience in the application of the type and complexity of flooring systems as specified in the statement of work.

Installers for ceilings and railings must have a minimum of three (3) years of satisfactory experience with the installations as specified in the statement of work.

Submit names of Project Manager and Alternate responsible for the overall implementation of the contract and the name of the key contact person for the technical aspects of the contract together with resume(s) of their experience and educational backgrounds, experience in managing this type of contract, when the individuals joined the organization and the position they currently occupy. Submit names of personnel who will be directly assigned to this project, demonstrating their experience in surface preparation, repair, and installation of epoxy flooring systems in medical and research environments.

Provide names of personnel assigned who are manufacturer certified installers of epoxy flooring systems and copies of current certificates. Provide any other information which will permit evaluation of the skill of the proposed work force, its general qualifications, and recent experience in epoxy flooring system projects.

Provide information on other proposed full time employees, subcontracting personnel and consultants and the extent of their involvement under this contract.

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Understanding the NIH Requirement

(45 Points)

The offeror shall demonstrate a complete understanding of the scope of work and the various requirements to be performed within the constraints and conditions specified in Section C. Provide evidence of labor force, material availability, and specialized preparation tools (i.e. shot blaster, railing bender, ceiling lazer-level) on hand at a local facility owned or leased by the Offeror and that such facility shall be available to the Offeror for the duration of this contract. Demonstrate the ability to meet scheduling restraints and establish evidence of meeting deadlines.

Corporate Experience

(35 Points)

The offeror must have a minimum of (5) years installation and repair of epoxy flooring systems, ceiling installation, and metal fabrication and installation. Offeror must have available current and backup staff.

Provide evidence of experience for a minimum period of five (5) years installation and repair of: epoxy systems, metal fabrication, and specialty FRP ceiling installations that will meet the mandatory requirement. Demonstrate the ability to commit staff having the qualifications, experience and range of skill to perform the requirements of this contract.

Manufacturer/Installer Warranty

(10 Points)

All completed work must be warranted for a period of (2) years after installation.

EPOXY SYSTEMS ONLY: Provide evidence of responsibility for a single source product/installer warranty covering a minimum (2) year period for each epoxy system application. Indicate the relationship between manufacturer and installer in which the epoxy system specified is recommended for application and fitness for specific areas.

M.5. PAST PERFORMANCE FACTOR

The offeror's past performance will be evaluated after completion of the technical evaluation. Only those offerors determined technically acceptable will be evaluated.

The evaluation will be based on information obtained from references provided by the offeror, as well as other relevant past performance information obtained from other sources known to the Government.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the acquisition requirements as indicated by that offeror's record of past performance.

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The assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an offeror's performance on a list of contracts but rather the product of subjective judgement by the Government after it considers all available and relevant information.

When assessing performance risks, the Government will focus on the past performance of the offeror as it relates to all acquisition requirements, such as cost, schedule and performance, including standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The lack of performance record may result in an unknown performance risk assessment which will neither be used to the advantage nor disadvantage of the offeror.

The following past performance ratings shall apply:

- +2 Excellent - Based on the offeror's performance record, no doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again.
- +1 Good - Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort. Most sources of information state that the offeror's performance was good, better than average, etc., that they would do business with the offeror again.
- 0 None - No past performance history identifiable.
- 1 Marginal - Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort. Many sources of information make unfavorable reports about the offeror's performance and express concern about doing business with the offeror again.
- 2 Poor - Based on the offeror's performance record, serious doubt exists that the offeror will successfully perform the required effort. A significant majority of sources of information consistently stated that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again.

Past performance ratings will be used in conjunction with technical and business proposal evaluations in determining the competitive range.

M.6. COST/PRICE FACTORS

- A. The Government will separately evaluate, in accordance with the following formula, the prices for the Items described in Section b. supplies or Services and Prices/costs.
- B. An overall rating of each proposal meeting the minimum technical requirements will be developed using a weighted combination of technical and cost/price proposals. The lowest total evaluated price in Section B will be assigned 47 points.

Points for all other offers will be calculated as follows:

$$\frac{\text{Lowest Total Evaluated Cost/Price}}{\text{Offeror's Total Evaluated Cost/Price}} \times 47 \text{ Points} = \text{Number of Points To Be Assigned}$$

SUMMARY:

$$\begin{array}{r} \text{Score for Evaluated Price} \\ + \text{Technical Score} \\ \hline \text{Total Evaluated Score (out of 147)} \end{array}$$

NOTE: Points are merely guides for source selection and the mathematical outcome is not necessarily determinative of the awardee. Proposals that are unrealistically high or low may be deemed reflective of an inherent lack of failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal.

- 3. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation (including past performance), cost/price analysis, and ability to complete the work as described.